



**700 South Holden Road  
Greensboro, North Carolina 27407  
(336) 299-0031**

## **DISCLOSURE STATEMENT**

**WhiteStone: A Masonic and Eastern Star Community must deliver a Disclosure Statement to a prospective resident prior to or at the time a prospective resident executes a Residency Agreement to provide continuing care, or prior to or at the time a prospective resident transfers any money or other property to WhiteStone, whichever occurs first.**

**WhiteStone: A Masonic and Eastern Star Community, like all other continuing care retirement communities in the State of North Carolina, is subject to the Continuing Care Retirement Communities Act. This Disclosure Statement has not been reviewed or approved by any government agency or representative to ensure accuracy or completeness of the information set out.**

**August 12, 2019**

**Unless earlier revised, WhiteStone intends  
for this Disclosure Statement to remain effective until October 28, 2020**

**EQUAL HOUSING OPPORTUNITY**

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## INTRODUCTION

WhiteStone: A Masonic and Eastern Star Community, formerly known as The Masonic and Eastern Star Home (the "Community") brings to residents of North Carolina area, who are age 60 and over, a way of living known as "continuing care." This concept offers seniors a life style designed to meet their unique needs while allowing them the freedom to pursue their personal interests. Continuing care senior living communities, such as the Community, encompass these important components: a private residence, a wide array of personal services, and the security of care in the on-site health center.

The Community is owned by The Masonic and Eastern Star Home of North Carolina, Incorporated ("we," "us," or "our"), a North Carolina not-for-profit corporation (exempt from the payment of United States Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code). Our business address is 700 South Holden Road, Greensboro, NC 27407.

We are committed to providing a quality senior living community that is fiscally sound and genuinely responsive to resident needs. We are affiliated with The Grand Lodge of Ancient Free and Accepted Masons of North Carolina ("The Grand Lodge") and The Grand Chapter Order of The Eastern Star of North Carolina ("The Grand Chapter"). Of the 20 members who make up the Board of Directors, The Grand Lodge is responsible for 12 directors, and The Grand Chapter is responsible for 8 directors. Neither The Grand Lodge nor The Grand Chapter is responsible for our financial or contractual obligations and shall accept no responsibility for obligation unless expressly having done so. Our endowment and total assets are used to subsidize any deficits. We do not have any religious affiliation.

One of the purposes of this Disclosure Statement is to explain to prospective residents, their families, and their advisors who and what is involved in the operation of the Community. This Disclosure Statement was prepared on the basis of information available at the time of its publication and assumptions, which were believed to be realistic as of that date. Such information and assumptions are, of course, subject to change and, in particular, are significantly affected by changes in inflation and interest rates.

Since non-technical language has been used in this Disclosure Statement, the text of this booklet and the language of the Residency Agreement signed by a resident may not be the same. Although this Disclosure Statement details the provisions of the Residency Agreement, the Residency Agreement serves as the sole binding contract between the resident and us.

**We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, or national origin.**

## BOARD OF DIRECTORS

All of the members of the Board of Directors are experienced in their own particular fields, such as law, banking, medical, and entrepreneurship, not in the operation or management of communities like WhiteStone. We feel the expertise of many in their chosen field provides the background for reliable, dependable, and solid decisions regarding our residents and facilities. The names and business addresses of the members of the Board of Directors are listed below:

### Board of Directors – With Voting Rights (May 2019)

#### Masonic Board Members

|      |                           |   |
|------|---------------------------|---|
| 2020 | Gene Jernigan<br>Chairman | 283 Eugene Jernigan Rd<br>Dunn, NC 28334<br>R(910)892-3723 W (910)892-3107<br>Email: <a href="mailto:gjernigan@grandlodge-nc.org">gjernigan@grandlodge-nc.org</a> |
| DGM  | Dwight (Mac) Sigmon       | PO Box 721<br>Newton, NC 28658<br>C 828-455-0058<br>Email: <a href="mailto:msigmon@glnc.us">msigmon@glnc.us</a>   |
| SGW  | Shaun Bradshaw            | 1101 Bearhollow Road<br>Greensboro, NC 27410<br>P: 336-584-2802<br>Email: <a href="mailto:shaunbradshaw@yahoo.com">shaunbradshaw@yahoo.com</a>                    |
| SGW  | David Wicker Jr.          | PO Box 1852<br>Durham NC 27702<br>W: 1-800-277-3003<br>Email: <a href="mailto:dwicker@rwlw.com">dwicker@rwlw.com</a>  |
| 2021 | Tommy Mills, Jr.          | 2804 Hiking Trail<br>Raleigh, NC 27615<br>P: 919-387-0159<br>Email: <a href="mailto:mills3114@att.net">mills3114@att.net</a>                                      |
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### Observers Without Voting Rights

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None of the Officers, Directors, or management staff of WhiteStone has any equity, beneficial, or financial interest in WhiteStone. There has been no conviction or charge of a felony on any Officer, Director, or management staff of WhiteStone. There is no matter, in which any person who is an Officer, Director, or management staff: (i) has been convicted of a felony or pleaded *nolo contendere* to a felony charge or has been held liable or enjoined in a civil action by final judgment, if the felony or civil action involved fraud, embezzlement, fraudulent conversion, or misappropriation of property; or (ii) is subject to a currently effective injunctive or restrictive court order, or within the past five years, had any State or Federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, if the order or action arose out of or related to business activity of health care, including actions affecting a license to operate a foster care facility, nursing home, retirement home, home for aged, or facility subject to Article 64 of the North Carolina General Statutes, or a similar law in another state.

No Officer, Director or management staff has a 10% or greater interest in any professional service firm, association, trust, partnership, or corporation that currently provides any goods, leases, or services of an aggregate value of five hundred dollars (\$500.00) to Whitestone or the residents of Whitestone, nor does any professional service firm, association, trust, partnership, or corporation that currently provides any goods, leases, or services of an aggregate value of five hundred dollars (\$500.00) to Whitestone have a 10% or greater interest in any Officer, Director or management staff.



## **EXECUTIVE DIRECTOR**

Mark Lewis became the on-site Executive Director of WhiteStone in March of 2018. Mr. Lewis has a Bachelor of Arts degree from the University of Findlay and holds a Nursing Home Administrator License from the State of Ohio. Mr. Lewis came to WhiteStone having worked in long term care management since 1996 and joined Life Care Services in 2018. Pursuant to the management agreement for WhiteStone, Mr. Lewis is an employee of Life Care Services LLC.

The Executive Director does not have a 10% or greater interest in any professional service firm, association, trust, partnership, or corporation that currently provides any goods, leases, or services of an aggregate value of five hundred dollars (\$500.00) to Whitestone or the residents of Whitestone, nor does any professional service firm, association, trust, partnership, or corporation that currently provides any goods, leases, or services of an aggregate value of five hundred dollars (\$500.00) to Whitestone have a 10% or greater interest in the Executive Director.

## **LIFE CARE SERVICES LLC**

We have retained Life Care Services LLC ("Life Care Services") to manage the Community. Life Care Services is a wholly-owned subsidiary of Life Care Companies LLC ("LCS"), an Iowa limited liability company.

LCS is a nationally recognized leader in the development, marketing and management of senior living communities throughout the United States. Since 1971, LCS has been instrumental in the planning, developing, marketing and managing of senior living communities throughout the United States. Management services are provided through Life Care Services, and it currently manages more than approximately 135 communities serving over 33,000 residents in 31 states (see Exhibit A attached to this Disclosure Statement).

Principal officers of LCS include Mr. Joel Nelson, Mrs. Diane Bridgewater, Mr. Rick Exline, and Mr. Jason Victor.

### **Joel Nelson, President and CEO**

Joel is president and chief executive officer of LCS, the 3<sup>rd</sup> largest senior living operator, which includes not-for-profit and for-profit assets across the continuum of senior living.

He is an experienced leader in governance within the industry, including all phases of real estate acquisition, development, operations, marketing and sales. Joel is responsible for executing the business strategy across the six business lines in the LCS Family of Companies. He thrives on driving business growth, achieving service excellence, and enhancing the company's stability and value among financial partners, property owners, and other stakeholders in the senior living field.

Currently, Joel serves on the board of managers for Life Care Companies, LCS Holdings, is past-

chair and a current member of the Investment Committee. Outside of LCS, Joel is a member of the National Investment Center (NIC) operator advisory board, the Central Iowa Alzheimer's Association board. He is also past chair and current board member of ChildServe, Inc., one of Des Moines largest not-for-profit organizations serving children and families with complex health care needs.

Joel earned a Bachelor of Science degree in health service administration from Simpson College.

Mrs. Diane Bridgewater is Executive Vice President/Chief Financial and Administrative Officer of LCS. Diane joined the organization in 2006 after filling several executive level positions with Pioneer Hi-Bred International, a DuPont Company. In her years with Pioneer, she held a number of operational and financial roles including: Chief Financial Officer, Vice President and Business Director for North America, Director of Customer and Sales Services for Seed and Crop Protection, Worldwide Finance Director, and other roles. Diane started her career with KPMG. Diane earned her undergraduate degrees in Accounting and French from the University of Northern Iowa and received her CPA certification in 1986. Diane currently serves on the boards of LCS Holdings, Inc., Life Care Companies LLC, Casey's General Stores, and Bankers Trust.

Mr. Rick Exline joined the company in 1978 and is responsible for the oversight of the company's life plan communities including third party and investment senior living management services. Rick oversees the communities' senior living management teams, health care group, national sales, new business development and life plan community development teams. Rick serves on the board of managers for Life Care Companies LLC, the board of directors for LCS Holdings, Inc., executive leadership and senior living management teams. Rick is also a trustee for the company's 401(k) benefits program as well as serving on the board of trustees for Simpson College. He holds dual bachelor's degrees: one in business administration from Simpson College and one in health care administration from Oklahoma Baptist University. He is a graduate of the Executive Institute at The University of North Carolina at Chapel Hill.

Mr. Jason Victor is Vice President/Controller, Treasurer and a Manager of Life Care Services. Jason joined the organization in 2007 and currently has responsibility for the organization's Corporate Accounting, Treasury and Tax functions. He oversees all aspects of general accounting, cash management, payroll, consolidations, and financial reporting. In addition, Jason provides oversight and guidance related to audits, internal controls, technical accounting, tax, and financial management systems. Jason started his career with Ernst & Young and later spent 9 years in various finance positions with Praxair, a Fortune 500 organization. He earned his undergraduate degree in Accounting from the University of Northern Iowa and currently holds an active CPA license in the state of Iowa. Jason also serves on the board of directors of Hexagon Insurance Company, Ltd.

Management of the Community is performed by Life Care Services under contract with us. Life Care Services' responsibilities include: recruiting and employing the executive director; supervising the licensing, equipping, and staffing of the Community; preparing annual budgets;

establishing and operating a system of financial controls for the Community, including comparative analyses with other facilities; and overseeing the food service and quality accommodations provided by the Community. The cost of these services cannot presently be estimated.

Life Care Services is not financially responsible for our contractual obligations or other obligations. The Board of Directors retains the ultimate responsibility for hiring managers and monitoring the operating costs, wages, salaries, expenses, fees, and overall fiscal viability of the Community.

Life Care Services does not have a 10% or greater interest in any professional service firm, association, trust, partnership, or corporation that currently provides any goods, leases, or services of an aggregate value of five hundred dollars (\$500.00) to Whitestone or the residents of Whitestone, nor does any professional service firm, association, trust, partnership, or corporation that currently provides any goods, leases, or services of an aggregate value of five hundred dollars (\$500.00) to Whitestone have a 10% or greater interest in Life Care Services.

No managing member of Life Care Services (i) has been convicted of a felony or pleaded *nolo contendere* to a felony charge, or been held liable or enjoined in a civil action by final judgment, if the felony or civil action involved fraud, embezzlement, fraudulent conversion, or misappropriation of property; or (ii) is subject to a currently effective injunctive or restrictive court order, or within the past five years, had any State or Federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, if the order or action arose out of or related to business activity of health care, including actions affecting a license to operate a foster care facility, nursing home, retirement home, home for aged, or facility subject to Article 64 of the North Carolina General Statutes, or a similar law in another state.

None of the officers or management staff of Life Care Services has any equity, beneficial, or financial interest in WhiteStone. There has been no conviction or charge of a felony on any officer or management staff of Life Care Services. There is no matter, in which any person who is an officer or manager, has been convicted of a felony or pleaded *nolo contendere* to a felony charge or has been held liable or enjoined in a civil action by final judgment, or is subject to a currently effective injunctive or restrictive court order. Nor, who within the past five years, has had any state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department.

## **WHITESTONE**

Established in 1912, the Community was the first Masonic Fraternal Home in the United States created for the sole purpose of caring for seniors. It is also the oldest senior living home in the State of North Carolina.

Located in the heart of Greensboro, North Carolina, the Community is situated on 42 acres of land and has been in continuous operation for 90 years. Over 1500 Sisters and Brothers of the Fraternities have received care at the Community since November 15, 1913, when the first two residents (a husband and wife) were admitted.

On April 1, 2008, the Community officially changed its name from "Masonic and Eastern Star Home of North Carolina" to "WhiteStone: A Masonic and Eastern Star Community." The name reflects the Community's rich history as it is named after its first Administrator, Mr. White, and its first residents in 1913, Mr. and Mrs. Stone. The corporate entity name of Masonic and Eastern Star Home of North Carolina, Inc. has not changed. The Community currently has three residential buildings, administrative offices, a kitchen and dining room complex (designed to serve the residential and independent apartment residents), and a chapel. The Health Center was built in 1999, with 100 licensed beds (of which 68 beds are dually certified for Medicare and Medicaid, and 12 beds are certified assisted living for memory care), a kitchen, two separate dining areas for residents, physical therapy room, therapy pool, fitness room, meeting rooms, and administrative offices. There are also 16 residential apartments on campus and adjacent to the main complex, as well as 54 independent houses. The Community also has a Home Care license and provides supportive services to residents who need assistance with activities of daily living.

The Community's operating budget is now approximately \$14 million dollars per year. Financial support comes from private pay residents, Medicare, Medicaid, for some residents a percentage of their monthly income, our endowment, legacies, memorials, and donations from the Masonic Lodges and Eastern Star Chapters across the state. The income the Community receives from the Masonic and Eastern Star members, which is substantial, is true charity and goodwill, since the membership has never been assessed for the maintenance of the Community.

As of December 31, 2018, there are 190 residents in the residential living/independent living areas of the Community, 12 assisted living residents, and 84 residents in the nursing facility.

## **THE PROPOSAL**

1. Criteria for Resident Acceptance. Residency Agreements are subject to acceptance by us. At the time of executing a Residency Agreement, the prospective resident must be 60 years of age or older, capable of living in a residence (with or without reasonable accommodation or reasonable modification), and have sufficient financial resources to pay the Entrance Fee, Monthly Fees and any extra charges incurred as defined in the Residency Agreement. A copy of the Residency Policy is available for review in the Community's Marketing Office.

Financial evaluation is primarily dependent upon two factors (1) net worth and average monthly income. Generally, a prospective resident should have a minimum net worth equal to two (2) times the amount of the Entrance Fee (prior to payment of the Entrance Fee). Generally, a prospective resident should have a minimum monthly income range of one and one-half (1½) two (2) times the Monthly Fee (including second person fees when applicable) in effect at the time of residency. The stability and certainty of continued income will also be a factor in the evaluation process.

An inquiry will be made of all prospective residents regarding the prospective resident's ability to live in a residence, with or without reasonable accommodation or reasonable modification. To determine whether a prospective resident meets the health guidelines, the following information will be gathered: (1) insurance and health information will be obtained on a Confidential Data Application and Resident Health Information Form – to be completed by the prospective resident; (2) a Memory Health Assessment will be administered by the Community; and (3) a Health Information Form will be completed by the prospective resident's physician.

If the prospective resident meets the criteria for residency, we will execute the Residency Agreement. If the prospective resident does not meet the criteria for residency, then we will issue written notice of non-acceptance and issue a refund of any Entrance Fee payment pursuant to Paragraph 3.A below.

2. Entrance Fee. Payment of an Entrance Fee provides a resident with the lifetime use of a residence and the services and amenities available at the Community. At the time the resident makes application for residency at the Community, the resident will sign a Residency Agreement to reserve the residence selected and will pay an Entrance Fee deposit to us. The balance of the Entrance Fee will be paid upon the earlier of (i) occupancy or (ii) 90 days after the Residency Agreement is executed. For residents who enter a Residency Agreement for Expansion Residences, the balance of the Entrance Fee shall be paid on the earlier of (i) the date the resident assumes occupancy at the Community or (ii) within thirty (30) days from the date the resident is notified that the expansion residence is ready for occupancy.

The current Entrance Fee amounts (and five year historical Entrance Fees) are included in tables at the end of the main body of this Disclosure Statement.

The Community currently offers three forms of Residency Agreements for existing residences: a 90% Return-of-Capital™ Plan, a 50% Return-of-Capital™ Plan, and a Traditional Plan (See Exhibits 6 through 8 of this Disclosure Statement). The difference between the 90% Return-of-Capital™, the 50% Return-of-Capital™, and the Traditional Plans is the amount of the Entrance Fee paid upon residency, and the amount of the repayment a resident (or resident's estate) is entitled to after a resident assumes occupancy at the Community as described in Section 3.E below.

During the expansion process (discussed in the section below entitled “Facility Expansion and Renovation”), the Community will offer three additional forms of Residency Agreements: a 90% Return-of-Capital™ Plan for Expansion Residences, a 50% Return-of-Capital™ Plan for

Expansion Residences, and a Traditional Plan for Expansion Residences (See Exhibits 9 through 11 of this Disclosure Statement).

3. Repayment of the Entrance Fee.

A. Nonacceptance. If the resident is not accepted for residency at the Community, the full amount of the Entrance Fee paid by the resident will be promptly repaid, without interest.

B. Right of Rescission. In accordance with the North Carolina law and regulations governing continuing care senior living communities, a resident has the right to rescind the Residency Agreement within 30 days following the later of (i) his/her execution of the Residency Agreement; or (ii) the receipt of a Disclosure Statement. The resident is not required to move into the Community before the expiration of the 30-day rescission period. If a resident rescinds the Residency Agreement, the Entrance Fee paid by the resident will be repaid, less (i) a service charge equal to the greater of \$1,000 or 2% of the Entrance Fee, and (ii) less any charges specifically incurred by the Community at the resident's request. The applicable repayment amount outlined above shall be paid within 60 days of our receipt of the written notice of rescission.

C. Cancellation Prior to Occupancy Due to Death, Illness, Injury, Incapacity, or Change in Financial Condition. If, prior to occupancy, the resident dies before occupying the residence at the Community or if, on account of illness, injury, incapacity a resident is unable to occupy the residence at the Community, then the Residency Agreement will automatically cancel. The resident may also cancel the Residency Agreement prior to occupancy due to a substantial change in the resident's financial condition. In all these events of cancellation prior to occupancy, the resident or resident's estate will receive a repayment of the portion of the Entrance Fee paid, less (i) a service charge equal to the greater of \$1,000 or 2% of the Entrance Fee, and (ii) less any charges specifically incurred by us at the resident's request. Such repayment shall be paid within 60 days after our receipt of the written notice of cancellation.

D. Cancellation Prior to Occupancy for Other Reasons. If the resident cancels the Residency Agreement for reasons other than those stated in Section 3.C above, the resident shall receive a repayment of the portion of the Entrance Fee paid, less (i) a service charge equal to the greater of \$1,000 or 2% of the Entrance Fee, and (ii) less any charges specifically incurred by us at the resident's request. Such repayment shall be paid within 60 days after our receipt of the written notice of cancellation.

E. Cancellation After Occupancy. In the event the Residency Agreement is canceled after occupancy or in the event of resident's death after occupancy, repayment of the Entrance Fee will be as follows:

(1) 50% Return-of-Capital™ Residency Agreement (see Exhibit 6 to this Disclosure Statement): Under the 50% Return-of-Capital™ Residency Agreement, resident or resident's estate will receive a repayment of 96% of the Entrance Fee previously paid

by resident, less 2% for each month of residency or portion thereof for up to 23 months. Subject to the Community's right of set-off, the repayment of the Entrance Fee will not be less than 50%. In the event the residence is not reserved by a new resident, such repayment will be paid, without interest, within 24 months from the effective cancellation date of the Residency Agreement. Such repayment will be paid, without interest, within 60 days after the resident's residence is reserved by a new resident and such new resident has paid the full amount of the Entrance Fee.

(2) 90% Return-of-Capital™ Residency Agreement (see Exhibit 7 to this Disclosure Statement): Under the 90% Return-of-Capital™ Residency Agreement, resident or resident's estate will receive a repayment of 96% of the Entrance Fee previously paid by resident, less 2% for each month of residency or portion thereof for up to 3 months. Subject to the Community's right of set-off, the repayment of the Entrance Fee will not be less than 90%. Such repayment will be paid, without interest, within 60 days after the resident's residence is reserved by a new resident and such new resident has paid the full amount of the Entrance Fee. In the event the residence is not reserved by a new resident, such repayment will be paid, without interest, within 24 months from the effective cancellation date of the Residency Agreement.

(3) Traditional Residency Agreement (see Exhibit 8 to this Disclosure Statement): Under the Traditional Residency Agreement, resident or resident's estate will receive a repayment of the Entrance Fee previously paid by resident, less 2% for each month of residency or portion thereof. After 50 months of residency, the Entrance Fee will be fully amortized, and no repayment of the Entrance Fee will be made. If an Entrance Fee repayment is due under the Traditional Residency Agreement, such Entrance Fee repayment will be paid, without interest, within 60 days after the resident's residence is reserved by a new resident and such new resident has paid the full amount of the Entrance Fee. In the event the residence is not reserved by a new resident, such repayment will be paid, without interest, within 24 months from the effective cancellation date of the Residency Agreement.

F. Cancellation Upon Death. In the event of death of the resident at any time after occupancy, the Residency Agreement shall cancel and the repayment of the Entrance Fee paid by the resident will be as outlined in Section 3.E above.

G. Cancellation by Us. Upon 30 days written notice to the resident and/or his or her legal representative, we may cancel the Residency Agreement at any time on the following grounds, which shall be determined by us in our sole discretion:

- Resident does not comply with the terms of the Residency Agreement or the Community's published operating procedures, covenants, rules, regulations, and policies now existing or later amended by the Community; or
- Resident misrepresents himself or fails to disclose information during the residency process; or
- Resident fails to pay any charges to us within 60 days of the due date; or

- Resident's health status or behavior constitutes a substantial threat to the health or safety of resident, other residents, or others, including resident's refusal to consent to relocation, or behavior that would result in physical damage to the property of others.
- There is a major change in resident's physical or mental condition, which cannot be cared for in the Community Health Center within the limits of the Community's license.

Cancellation by us occurs only as a last resort, after it becomes clear to us that cancellation is necessary, and after the resident and/or the resident's legal representative/responsible party has an opportunity to be heard. Upon cancellation of residency, any Monthly Fees paid in advance are pro-rated and an appropriate repayment is made. Any repayment of the Entrance Fee would be computed on the same basis as stated in Section 3.E above.

H. Cancellation Due to Residence Not Available. For residents who enter a Residency Agreement for Expansion Residences, residents may cancel their Agreement upon written notice to us if we have not made the residence available to you for occupancy within twenty-four (24) months from the date we execute that Agreement. Refund of the Entrance Fee will be outlined in the Agreement.

5. Payment of a Monthly Fee. The resident is required to pay a Monthly Fee to the Community by the 10<sup>th</sup> day of each month. If there are two residents, a second person Monthly Fee will also be paid. The Monthly Fees are paid to provide the services and amenities described in the Residency Agreement and to meet the costs of the expenses associated with the operation of the Community. We may increase the Monthly Fee upon 30 days written notice to the residents if we deem it necessary in order to meet the financial needs of the Community and to provide the services to the residents. The current Monthly Fee amounts are included in the tables at the end of the main body of this Disclosure Statement.

6. Health Center Services. Each resident is entitled to receive 30 days of care in the Health Center (to receive assisted living, skilled nursing care, or specialized care for dementia or related disorders) at no extra charge, except for the costs of physician services and ancillary health services and supplies as outlined in the Residency Agreement. Such 30 days are non-cumulative and renew on an annual basis. After the 30 days of care each year, resident will be required to pay the per diem rate for care in the Health Center, as well as the Monthly Fee. If it is determined that the resident requires permanent care in a Health Center, the resident will be required to surrender his or her residence for occupancy by someone else. Once the residence is surrendered, the resident will no longer be required to pay the Monthly Fee.

7. Relocation/Moves. We reserve the right to relocate a resident to a different residence or a higher level of care after consultation with the resident, resident's family and attending physician if it is determined that such a move should be made for the benefit of the resident or for the proper operation of the Community or to meet the requirements of law.

8. Provisions for New Second Resident. No person other than the resident may occupy the residence without our written approval. If a second person, who is not a party to the



Residency Agreement, wishes to become a resident of the Community, that person's acceptance will be in accordance with the current residency policy. An Entrance Fee as determined by the Community will be paid upon residency. In addition, each month the then-current Monthly Fee for second persons will be paid. If the second person does not meet the requirements for residency, he or she will not be permitted to occupy the residence for more than 30 days, except with our written approval.

9. Provisions for Resident Marrying Resident. Should the resident marry a person who is also a resident of the Community and should they decide to occupy one residence, they must declare which residence will be occupied and which residence will be surrendered. The repayment due to the surrendered residence will be as described in Section 3.E above. Each month, the then-current Monthly Fee for second persons shall be paid.

10. Insurance. The Residency Agreement requires that the resident maintain Medicare Part A, Medicare Part B and one supplemental health insurance policy or equivalent insurance coverage acceptable to us.

11. Financial Assistance. Financial assistance may be available to existing continuing care residents who live at the Community under a continuing care residency agreement. To be eligible for such financial assistance, the resident cannot impair his/her ability to meet his/her financial obligations by transfer of assets other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance or other health insurance as outlined in the Residency Agreement. Financial assistance funds are available as long as providing financial assistance does not impair our ability to operate the Community on a sound financial basis for the benefit of all residents.

We do not offer financial assistance to those residents who are admitted directly to the Health Center (those who did not execute a residential living continuing care residency agreement).

12. Tax Discussion. The signing of the Residency Agreement and payment of the Entrance Fee and Monthly Fee gives rise to certain unique tax considerations. The discussion below outlines the process which will be utilized to determine the percentage of the Entrance Fee and Fee that the resident may choose to deduct as a medical expense. Each resident is advised to consult with his/her personal tax advisor regarding the tax consequences associated with becoming a resident of the Community. We are not a tax advisor and disclaim any responsibility for any tax advice relating to your becoming a resident of the Community.

13. Medical Expense Deduction. A resident of the Community may be allowed tax benefits associated with his or her residency. A percentage of the non-repayable portion of the Entrance Fee may be taken as a medical expense deduction in the year in which it is deemed finally paid. Also, a percentage of the Monthly Fee paid by a resident may be taken as a medical expense deduction each year. In February of each year, we will provide residents with a percentage of the prior year's Monthly Fee that has been determined to be attributable to the operations of the Health Center. All deductions are of course subject to limitations imposed by the Internal Revenue Code

of 1986, as amended. It is advisable that residents seek the advice of their tax counsel before taking this deduction.

## **SERVICES AND AMENITIES**

Pursuant to the terms of the Residency Agreement, residents are eligible to receive the following standard services and amenities for payment of the Monthly Fee:

- Monthly Dining Allocation, as further outlined in Section 3 of the Residency Agreements.
- Water, sewer, air conditioning, heating, electricity, trash removal, and municipal services. The resident is responsible for the charges related to telephone, and cable or satellite television reception.
- Access to one unassigned parking stall (other spaces, if available, may be provided for an additional fee).
- Building and grounds maintenance.
- Weekly housekeeping service.
- Availability of laundry facilities so that resident may wash and dry personal laundry.
- Planned activities -- social, educational, cultural, recreational, and spiritual -- for those who wish to participate.
- Services of an activities director.
- Use of the Community's common areas and amenities during scheduled hours -- central dining room, chapel, library, mail boxes, lounges, arts and crafts room, exercise areas, community garden, dog park, fellowship hall, and woodworking shop.
- Carpeting (except in the kitchen and bath where there is other floor covering).
- A kitchen, including refrigerator with icemaker, range/oven, garbage disposal, dishwasher, and microwave.
- Local transportation scheduled by us.
- Twenty-four hour emergency call monitoring in resident's residence by nursing staff.
- Guest parking areas.
- Fire detection system.
- Security for buildings and grounds.
- Health Center Level Services for 30 free annual days of care, as further defined in the Residency Agreements.

The following supplemental services and amenities are also available to residents for an extra charge:

- Additional meals in the dining room over those provided in consideration for the Monthly Fee.
- Guest accommodations, if available.
- Certain other supplies and services such as medicine, drugs, prescribed therapy, Health Center Medical Director, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment.

- Other optional services related or unrelated to care in the Health Center as approved by us.
- Personal laundry service.
- Guest meals.
- Additional housekeeping services.
- Special events transportation.
- Extended dietician services when ordered by resident's attending physician or dietician services not ordered by resident's attending physician.
- Tray service to resident's residence when ordered by resident's attending physician, the Health Center Medical Director, the Health Center director of nursing, assistance-in-living director or resident services director.
- Health Center Level Services beyond the 30 free annual days of care, as further defined in the Residency Agreements.

## **RESERVES, ESCROW, AND TRUSTS STATEMENT**

(A)---All continuing care facilities shall maintain after opening: operating reserves equal to twenty-five percent (25%) to fifty percent (50%) of the total operating costs projected for the 12-month period following the period covered by the most recent annual statement filed with the Department. The forecast statements as required by G.S.58-64-20 (a)(12) shall serve as the basis for computing the operating reserve. In addition to total operating expenses, total operating costs will include debt service, consisting of principal and interest payments along with taxes and insurance on any mortgage loan or other long-term financing, but will exclude depreciation, amortized expenses, and extraordinary items as approved by the Commissioner. If the debt service portion is accounted for by way of another reserve account, the debt service portion may be excluded. Facilities that maintain an occupancy level in excess of 90% shall only be required to maintain 25% operating reserve upon approval of the Commissioner, unless otherwise instructed by the Commissioner. The operating reserves may be funded by cash, by invested cash, or by investment grade securities, including bonds, stocks, U.S. Treasury obligations, or obligations of U.S. government agencies.

(B)---Operating reserves shall only be released upon the submittal of a detailed request from the provider or facility and must be approved by the Commissioner. Such requests must be submitted in writing for the Commissioner to review at least 10 business days prior to the date of withdrawal.

(C)---The operating reserve requirement for Whitestone is \$3,691,810.25. The Masonic and Eastern Star Home of North Carolina, Inc. has available as of March 31, 2019 short-term restricted assets of \$4,605,133.07 with additional funds set aside as restricted assets to meet North Carolina year end reserve requirements.

(D)---Overall policies and decisions relative to the magnitude of reserve funds, investment of reserve funds, and the expenditure of operating funds are under the direction of the Finance Committee of the Board of Directors. However, for many years, the Board of Directors has relied on the Directors of the North Carolina Masonic Foundation for investment purposes. The

Foundation is comprised of five members who serve five year staggered terms. Due to their successful management, each has been re-elected each year. All of the members have been, or are, successful businessmen, and because of their love for WhiteStone, there is no expense for their services.

## **FACILITY EXPANSION AND RENOVATION**

In 2012, the Community completed an expansion of the campus by 52 residential living units and renovation of existing common areas. The community is continuing to move forward with its master plan for future development. Our vision for the expansion is to provide a full continuum of care, offering a seamless transition of care for residents moving between the independent living, assisted living, memory care, and skilled nursing care as needed.

To achieve this vision, we plan to (i) expand the current independent living area, (ii) add a free-standing assisted living building, (iii) double our memory care capacity, and (iv) renovate the existing Care and Wellness Center to better meet our residents' needs. The renovation of the Care and Wellness Center would also include the creation of additional private rooms. The expansion will also include enhanced common areas and underground parking. .

LCS Development has provided a business plan, preliminary site planning, financial analyses, and schematic level plans for this proposed expansion project. We have also obtained a market feasibility study, which supports the proposed expansion. We intend to submit an Application for Start-Up Certificate to the North Carolina Department of Insurance immediately after submittal of this Disclosure Statement.

It is proposed that the financing for the expansion will be provided through the issuance of short term and long term tax-exempt bonds. Short-term bonds will be paid off by a portion of the Entrance Fees collected on the newly constructed independent living apartments once they are occupied. Permanent financing will represent that portion of the capital costs of the expansion project that is not paid off from a portion of the Entrance Fees collected for the newly constructed independent living apartments. As per regulatory requirements and in the interest of sound financial stewardship, the issuance of the tax-exempt bonds will only commence once 50% of the planned independent living apartments have been reserved with deposits equal to 10% of the respective Entrance Fees. We are working with our financial advisor, Cain Brothers, a division of KeyBanc Capital Markets, for the financing of the expansion project.

## **ESTIMATED OCCUPANCY FOR 2019**

|                                       |     |
|---------------------------------------|-----|
| <u>Independent Living:</u>            |     |
| Total Number of residents:            | 195 |
| Number of residences occupied:        | 152 |
| Total number of residences available: | 6   |

|                                 |    |
|---------------------------------|----|
| <u>Health Center:</u>           |    |
| Total number of residents:      | 94 |
| Number of beds occupied:        | 94 |
| Total number of beds available: | 6  |

## **FINANCIAL INFORMATION**

1. **Financial Statements.** WhiteStone operates on a fiscal year which coincides with the calendar year (12/31). The financial records of the facility are audited annually by Bernard Robinson & Company, L.L.P.; 1501 Highwoods Blvd., Suite 300, Greensboro, NC 27410. Our operating income is derived mainly from two sources. Approximately 90% of operating income comes from the residents (either private monthly income or Medicare, Medicaid and private insurance) and approximately 10% comes from charitable sources. See Exhibit 2 of this Disclosure Statement for current certified financial statements as of December 31, 2018.

2. **Forecasted Financial Statements.** See Exhibit 3 of this Disclosure Statement for certified five year projection statements for 2019 through 2023.

3. **Interim Unaudited Financial Statements.** See Exhibit 4 of this Disclosure Statement for interim unaudited financial statements as of March 31, 2019.

4. **Explanation of Material Differences.** See Exhibit 5 for the explanation of the material differences for the Balance Sheet, Statement of Operations, and Statement of Cash Flows for the fiscal year 2018 and the actual results for the fiscal year 2018.

5. **Financing.** See Note 6 of the audited financial statements for information on long-term debt and financing.

## FEES

The following tables set out the current monthly fee, current per diem rates of charge for care in the Health Center, the average increase in monthly fee and per diem rates for the past five years, the current and five year historical entrance fee amounts for WhiteStone, and current in-home care rates. Fees are adjusted annually, effective January 1.

### 2019 Monthly Fees

| <b>Type of Residence</b>                    | <b>Single Occupancy</b> | <b>Double Occupancy</b> |
|---|-------------------------|-------------------------|
| Residential Apartments                      |                         |                         |
| Studio                                      | \$2,554                 | \$3,026                 |
| Studio Deluxe                               | 2,554                   | 3,026                   |
| Latham, Bennette Kitchenette<br>(1 Bedroom) | 3,115                   | 3,587                   |
| Latham, Bennette Kitchen<br>(1 Bedroom)     | 3,115                   | 3,587                   |
| Linville<br>(1 Bedroom Renovated)           | 3,115                   | 3,587                   |
| Apartment Homes                             |                         |                         |
| Alamance<br>(1 Bdrm, Full Bath)             | 2,615                   | 3,206                   |
| Caswell<br>(1 Bdrm w/Den, 1.5 Bath)         | 2,869                   | 3,460                   |
| Davidson<br>(1 Bdrm w/Den, 1.5 Bath)        | 3,039                   | 3,629                   |
| Forsyth<br>(2 Bdrm, 2 Bath)                 | 3,209                   | 3,798                   |
| Guilford<br>(2 Bdrm, 2 Bath)                | 3,275                   | 3,866                   |
| Randolph<br>(2 Bdrm, 2 Bath, Sunroom)       | 3,376                   | 3,916                   |
| Cottages                                    |                         |                         |
| 1 Bedroom/1 Bath                            | 2,423                   | 2,967                   |
| 2 Bedroom/2 Bath                            | 2,652                   | 3,177                   |
| Villa Homes                                 |                         |                         |
| Piedmont (2 Bdrm, 2 Bath)                   | 2,999                   | 3,540                   |
|   |                         |                         |

**Average Dollar Amount of Changes – Monthly Fee**

|                  | <b>2014</b> | <b>2015</b> | <b>2016</b> | <b>2017</b> | <b>2018</b> | <b>2019</b> |
|------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Single Occupancy | \$59.00     | \$76.00     | \$76.27     | \$71.00     | \$89.73     | \$97.80     |
| Double Occupancy | \$20.00     | \$12.00     | \$66.93     | \$13.00     | \$15.86     | \$17.00     |

**2019 Health Center Fees**

Current per diem rates of charge for assisted living or skilled nursing care in the Health Center are:

|                      |  |       |
|----------------------|--|-------|
| Assisted Living Care |  |       |
| Semi-Private Room    |  | \$213 |
| Private Room         |  | \$235 |
| Skilled Nursing Care |  |       |
| Semi-Private Room    |  | \$256 |
| Private Room         |  | \$309 |

**Average Dollar Amount of Changes – Assisted Living Per Diem Charge**

|              | <b>2014</b> | <b>2015</b> | <b>2016</b> | <b>2017</b> | <b>2018</b> | <b>2019</b> |
|--------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Semi-Private | \$5.00      | \$7.00      | \$6.00      | \$5.79      | \$8.00      | \$7.00      |
| Private      | \$8.00      | \$10.00     | \$7.00      | \$6.36      | \$9.00      | \$8.00      |

**Average Dollar Amount of Changes – Skilled Nursing Per Diem Charge**

|              | <b>2014</b> | <b>2015</b> | <b>2016</b> | <b>2017</b> | <b>2018</b> | <b>2019</b> |
|--------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Semi-Private | \$10.00     | \$11.00     | \$7.00      | \$6.96      | \$8.00      | \$9.00      |
| Private      | \$10.00     | \$11.00     | \$9.00      | \$8.40      | \$11.00     | \$10.00     |

### Entrance Fee Table – Traditional Plan

| Type of Residence                           | 2014     | 2015     | 2016     | 2017     | 2018     | 2019     |
|---|----------|----------|----------|----------|----------|----------|
| <b>Residential Apartments</b>               |          |          |          |          |          |          |
| Studio                                      | \$50,000 | \$50,000 | \$50,000 | \$52,500 | \$52,500 | \$52,500 |
| Studio Deluxe                               | 67,000   | 67,000   | 67,000   | \$72,462 | 70,000   | 70,000   |
| Latham, Bennette Kitchenette<br>(1 Bedroom) | 80,000   | 80,000   | 80,000   | 84,000   | 85,000   | 85,000   |
| Latham, Bennette Kitchen<br>(1 Bedroom)     | 88,000   | 90,000   | 93,400   | 98,030   | 100,000  | 100,000  |
| Linville<br>(1 Bedroom Renovated)           | 90,000   | 90,000   | 93,400   | 98,030   | 100,000  | 100,000  |
| <b>Apartment Homes</b>                      |          |          |          |          |          |          |
| Alamance<br>(1 Bdrm, Full Bath)             | 130,000  | 136,500  | 144,000  | 150,492  | 158,000  | 158,000  |
| Caswell<br>(1 Bdrm w/Den, 1.5 Bath)         | 155,000  | 165,000  | 171,000  | 179,432  | 185,000  | 185,000  |
| Davidson<br>(1 Bdrm w/Den, 1.5 Bath)        | 165,000  | 175,000  | 182,000  | 191,009  | 200,500  | 200,500  |
| Forsyth<br>(2 Bdrm, 2 Bath)                 | 190,000  | 200,000  | 209,500  | 219,950  | 220,000  | 220,000  |
| Guilford<br>(2 Bdrm, 2 Bath)                | 200,000  | 210,000  | 220,500  | 231,525  | 238,500  | 238,500  |
| Randolph<br>(2 Bdrm, 2 Bath, Sunroom)       | 216,000  | 227,000  | 238,140  | 250,047  | 250,000  | 250,000  |
| <b>Cottages</b>                             |          |          |          |          |          |          |
| 1 Bedroom/1 Bath                            | 120,000  | 123,000  | 126,150  | 132,450  | 120,000  | 120,000  |
| 2 Bedroom/2 Bath                            | 140,000  | 143,000  | 147,520  | 154,895  | 140,000  | 140,000  |
| <b>Villa Homes</b>                          |          |          |          |          |          |          |
| Piedmont (2 Bdrm/2 Bath)                    | 250,000  | 255,000  | 270,500  | 270,500  | 284,000  | 284,000  |



**Entrance Fee Table – 50% Return-of-Capital™ Plan**

| <b>Type of Residence</b>                    | <b>2014</b> | <b>2015</b> | <b>2016</b> | <b>2017</b> | <b>2018</b> | <b>2019</b> |
|---|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>Residential Apartments</b>               |             |             |             |             |             |             |
| Studio                                      | \$70,000    | \$70,000    | \$70,000    | 73,500      | \$75,700    | \$75,700    |
| Studio Deluxe                               | 93,800      | 93,800      | 93,800      | 101,446     | 101,000     | 101,000     |
| Latham, Bennette Kitchenette<br>(1 Bedroom) | 112,000     | 112,000     | 112,000     | 117,600     | 123,000     | 123,000     |
| Latham, Bennette Kitchen<br>(1 Bedroom)     | 123,200     | 123,200     | 130,760     | 137,242     | 144,000     | 144,000     |
| Linville<br>(1 Bedroom Renovated)           | 126,000     | 126,000     | 130,760     | 137,242     | 144,000     | 144,000     |
| <b>Apartment Homes</b>                      |             |             |             |             |             |             |
| Alamance<br>(1 Bdrm, Full Bath)             | 182,000     | 191,000     | 200,500     | 210,525     | 232,260     | 232,260     |
| Caswell<br>(1 Bdrm w/Den, 1.5 Bath)         | 217,000     | 233,000     | 244,650     | 256,882     | 267,000     | 267,000     |
| Davidson<br>(1 Bdrm w/Den, 1.5 Bath)        | 231,000     | 245,000     | 257,250     | 270,112     | 295,000     | 295,000     |
| Forsyth<br>(2 Bdrm, 2 Bath)                 | 266,000     | 280,000     | 294,000     | 308,700     | 308,000     | 308,000     |
| Guilford<br>(2 Bdrm, 2 Bath)                | 280,000     | 294,000     | 308,700     | 324,135     | 333,000     | 333,000     |
| Randolph<br>(2 Bdrm, 2 Bath, Sunroom)       | 302,400     | 318,000     | 333,900     | 350,595     | 350,595     | 350,595     |
| <b>Cottages</b>                             |             |             |             |             |             |             |
| 1 Bedroom/1 Bath                            | 168,000     | 168,000     | 176,610     | 185,430     | 173,000     | 173,000     |
| 2 Bedroom/2 Bath                            | 196,000     | 196,000     | 206,528     | 216,853     | 202,000     | 202,000     |
| <b>Villa Homes</b>                          |             |             |             |             |             |             |
| Piedmont (2 Bdrm/2 Bath)                    | 350,000     | 368,000     | 386,400     | 386,400     | 417,500     | 417,500     |

**Entrance Fee Table – 90% Return-of-Capital™ Plan**

| <b>Type of Residence</b>                    | <b>2014</b> | <b>2015</b> | <b>2016</b> | <b>2017</b> | <b>2018</b> | <b>2019</b> |
|---|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>Residential Apartments</b>               |             |             |             |             |             |             |
| Studio                                      | \$90,000    | \$90,000    | \$90,000    | 94,500      | \$75,700    | \$97,000    |
| Studio Deluxe*                              | 120,000     | 120,600     | 120,600     | 130,432     | 101,000     | 130,000     |
| Latham, Bennette Kitchenette<br>(1 Bedroom) | 144,000     | 144,000     | 144,000     | 151,200     | 123,000     | 158,000     |
| Latham, Bennette Kitchen<br>(1 Bedroom)     | 158,400     | 158,400     | 168,120     | 176,454     | 144,000     | 185,000     |
| Linville<br>(1 Bedroom Renovated)           | 162,000     | 162,000     | 168,120     | 176,454     | 144,000     | 185,000     |
| <b>Apartment Homes</b>                      |             |             |             |             |             |             |
| Alamance<br>(1 Bdrm, Full Bath)             | 234,000     | 246,000     | 258,000     | 271,215     | 298,600     | 298,600     |
| Caswell<br>(1 Bdrm w/Den, 1.5 Bath)         | 279,000     | 297,000     | 311,850     | 327,442     | 343,000     | 343,000     |
| Davidson<br>(1 Bdrm w/Den, 1.5 Bath)        | 297,000     | 315,000     | 330,750     | 347,287     | 379,000     | 379,000     |
| Forsyth<br>(2 Bdrm, 2 Bath)                 | 342,000     | 360,000     | 378,000     | 396,900     | 396,900     | 396,900     |
| Guilford<br>(2 Bdrm, 2 Bath)                | 360,000     | 378,000     | 397,000     | 416,850     | 442,000     | 442,000     |
| Randolph<br>(2 Bdrm, 2 Bath, Sunroom)       | 388,000     | 409,800     | 429,000     | 450,450     | 450,450     | 450,450     |
| <b>Cottages</b>                             |             |             |             |             |             |             |
| 1 Bedroom/1 Bath                            | 216,000     | 216,000     | 227,070     | 238,410     | 173,000     | 222,500     |
| 2 Bedroom/2 Bath                            | 252,000     | 252,000     | 265,536     | 278,811     | 202,000     | 260,000     |
| <b>Villa Homes</b>                          |             |             |             |             |             |             |
| Piedmont (2 Bdrm/2 Bath)                    | 450,000     | 472,500     | 496,125     | 496,126     | 537,000     | 537,000     |

**Below is a table that reflects proposed Entrance Fees and Monthly Fees for Expansion Residences**

| <b>New Independent Units</b>               | <b>No.</b> | <b>Size</b>  | <b>Entrance Fee<br/>(1)(2)</b> | <b>Monthly Fee<br/>(1)</b> |
|--|------------|--------------|--------------------------------|----------------------------|
| 1 BR Deluxe                                | 8          | 839          | \$174,571                      | \$2,600                    |
| 1BR Den                                    | 21         | 954          | 208,141                        | 2,900                      |
| 2 BR Traditional                           | 17         | 1,145        | 255,142                        | 3,200                      |
| 2 BR Sunroom                               | 10         | 1,291        | 290,055                        | 3,400                      |
| 2 BR Den End Unit                          | 8          | 1,393        | 336,400                        | 3,500                      |
| 1 BR Deluxe                                | 1          | 885          | 185,600                        | 2,950                      |
| 2 BR Den End Unit                          | 1          | 1,400        | 342,200                        | 3,750                      |
| Penthouse                                  | 1          | 1,850        | 464,000                        | 4,250                      |
| <b>Total Project ILU's / Weighted Avg.</b> | <b>67</b>  | <b>1,110</b> | <b>\$265,138</b>               | <b>\$3,120</b>             |
| Second Person Fee IL                       |            |              |                                | \$570                      |
| Assisted Living Units                      | 24         | -            | -                              | \$4,500                    |
| Memory Care Units                          | 12         | -            | -                              | \$6,642                    |

Notes: (1) Entrance Fees and Monthly Fees shown in 2019 dollars.

(2) The Community will offer a blended refundable entrance fee plan.

## 2019 Ancillary Services Rates

|  |                |   |                                     |
|--|----------------|---|-------------------------------------|
| Caregiver Assistance (2 hr min)            | \$20/hr        | Roll-away bed usage                                       | \$10/night                          |
| Caregiver Assistance (under 2hrs )         | \$7.50/15 mins | Carpet Spot Cleaning                                      | \$25/hr                             |
| Nursing Visits                             | \$75/hr        | Transportation Service (round trip)<br>City of Greensboro | \$35/trip                           |
| Monthly Laundry Charge                     | \$38/month     | Outside City of Greensboro (15 miles radius)              | \$45/trip+\$0.50/mile over 15 miles |
| Additional request for weekly housekeeping | \$45/cleaning  | If Caregiver stays with you additional (2 hr min)         | \$20/hr                             |
| Medication Management (starting at)        | \$225/month    | Personal Shopping Services (2 hr min)                     | \$20/hr                             |
| Case Management Services (starting at)     | \$250/month    |   |                                     |

# **EXHIBIT 1**

## **Communities Managed by Life Care Services LLC**

**EXHIBIT A**  
**SENIOR LIVING COMMUNITIES MANAGED**  
**BY LIFE CARE SERVICES**  
**AS OF 03/07/2019**

Alabama, Hoover – Danberry at Inverness  
Arizona, Chandler – Clarendale of Chandler  
Arizona, Peoria – Sierra Winds  
Arizona, Phoenix – Sagewood  
Arizona, Tempe (Phoenix) – Friendship Village of Tempe  
California, Carlsbad – LaCosta Glen and GlenBrook  
California, Cupertino – Forum at Rancho San Antonio, The  
California, Fullerton – Morningside of Fullerton and Park Vista  
California, Pleasanton – Stoneridge Creek Pleasanton and CreekView  
California, San Diego – Casa de las Campanas  
California, San Diego – Glen at Scripps Ranch, The  
California, San Juan Capistrano – Reata Glen  
California, San Rafael – Aldersly Garden Retirement Community  
California, Thousand Oaks – University Village at Thousand Oaks and Oak View  
Connecticut, Essex – Essex Meadows  
Connecticut, Mystic – StoneRidge  
Connecticut, Redding – Meadow Ridge  
Connecticut, Southbury – Pomperaug Woods  
Florida, Boca Raton – Toby & Leon Cooperman Sinai Residences of Boca Raton  
Florida, Celebration – Windsor at Celebration  
Florida, Naples – Bayshore Memory Care  
Florida, Naples – The Glenview at Pelican Bay  
Florida, Orlando – Gentry Park  
Florida, Palm City – Sandhill Cove  
Florida, Poinciana – Tuscan Isle  
Florida, Wesley Chapel – Beach House Assisted Living & Memory Care at Wiregrass Ranch  
Georgia, Columbus – Spring Harbor at Green Island  
Georgia, Cumming – Towne Club at Windermere  
Georgia, Evans – Brandon Wilde  
Georgia, Greensboro – Glen at Lake Oconee Village, The  
Georgia, Savannah – Marshes of Skidaway Island, The  
Georgia, Stone Mountain – Park Springs  
Hawaii, Honolulu – Hale Ola Kino  
Illinois, Addison – Clarendale of Addison  
Illinois, Algonquin – Clarendale of Algonquin  
Illinois, Chicago – Clare, The  
Illinois, Godfrey – United Methodist Village  
Illinois, Lincolnshire – Sedgebrook  
Illinois, Lincolnwood – Carrington at Lincolnwood, The  
Illinois, Long Grove – Arboria of Long Grove  
Illinois, Mokena – Clarendale of Mokena  
Illinois, Naperville – Monarch Landing  
Illinois, St. Charles – River Glen of St. Charles  
Illinois, Wheaton – Wyndemere

Indiana, Carmel – Magnolia Springs at Bridgewater  
Indiana, Greenwood (Indianapolis) – Greenwood Village South  
Indiana, Indianapolis – Magnolia Springs Southpointe  
Indiana, Indianapolis – Marquette  
Indiana, North Manchester – Peabody Retirement Community  
Indiana, Schererville – Clarendale of Schererville  
Indiana, Terre Haute – Westminster Village  
Indiana, West Lafayette – Westminster Village West Lafayette  
Iowa, Ames – Green Hills Retirement Community  
Iowa, Cedar Rapids – Cottage Grove Place  
Kansas, Atchison – Dooley Center  
Kansas, Bel Aire – Catholic Care Center  
Kentucky, Florence – Magnolia Springs Florence  
Kentucky, Lexington – Magnolia Springs Lexington  
Kentucky, Louisville – Magnolia Springs East  
Kentucky, Louisville – Magnolia Springs at Whipps Mill  
Maryland, Annapolis – Baywoods of Annapolis  
Maryland, Columbia – Vantage House  
Maryland, Pikesville (Baltimore) – North Oaks  
Maryland, Timonium – Mercy Ridge  
Maryland, Towson (Baltimore) – Blakehurst  
Michigan, Battle Creek – NorthPointe Woods  
Michigan, Dearborn – Henry Ford Village  
Michigan, East Lansing – Burcham Hills  
Michigan, Kalamazoo – Friendship Village  
Michigan, Waterford – Canterbury on-the-Lake  
Minnesota, Plymouth – Trillium Woods  
Minnesota, Vadnais Heights – Gable Pines  
Missouri, Higginsville – John Knox Village East  
Missouri, Kansas City – Kingswood Senior Living Community  
Missouri, St. Peters – Clarendale of St. Peters  
Nebraska, Lincoln – Woodlands at Hillcrest, The  
New Hampshire, Keene – Hillside Village  
New Jersey, Bridgewater – Delaney of Bridgewater, The  
New Jersey, Bridgewater – Laurel Circle  
New Jersey, Lakewood – Harrogate  
New York, Levittown – Village Green A Carlisle Assisted Living Community  
New York, Patchogue – Village Walk Patchogue  
New York, Purchase – Broadview – Senior Living at Purchase College  
North Carolina, Chapel Hill – Cedars of Chapel Hill, The  
North Carolina, Charlotte – Cypress of Charlotte, The  
North Carolina, Durham – Croasdaile Village  
North Carolina, Greensboro – WhiteStone  
North Carolina, Greenville – Cypress Glen Retirement Community  
North Carolina, Lumberton – Wesley Pines Retirement Community  
North Carolina, Raleigh – Cypress of Raleigh, The  
North Carolina, Wilmington – Plantation Village  
Ohio, Dublin – Friendship Village of Dublin  
Ohio, Elyria – Wesleyan Senior Living  
Ohio, Mason – Magnolia Springs Loveland

Oklahoma, Bartlesville – Green Country Village  
Oregon, Dallas – Dallas Retirement Village  
Oregon, Salem – Capital Manor  
Pennsylvania, Reading – Heritage of Green Hills  
South Carolina, Greenville – Rolling Green Village  
South Carolina, Hilton Head Island – Bayshore on Hilton Head Island  
South Carolina, Hilton Head Island – Cypress of Hilton Head, The  
South Carolina, Sumter – Covenant Place  
Tennessee, Brentwood – Heritage at Brentwood, The  
Tennessee, Germantown – Gardens of Germantown, The  
Tennessee, Hendersonville – Clarendale at Indian Lakes  
Tennessee, Nashville – Clarendale at Bellevue Place  
Texas, Austin – Westminster  
Texas, Bedford – Parkwood Healthcare  
Texas, Bedford – Parkwood Retirement  
Texas, Dallas – Autumn Leaves  
Texas, Dallas – Monticello West  
Texas, Dallas – Signature Pointe  
Texas, Dallas – Walnut Place  
Texas, Georgetown – Delaney at Georgetown Village, The  
Texas, League City – Delaney at South Shore Harbour, The  
Texas, Lubbock – Carillon Senior LifeCare Community  
Texas, McKinney – Ivy of McKinney, The  
Texas, Richmond – Delaney at Parkway Lakes, The  
Texas, Temple – Meridian of Temple  
Texas, The Woodlands – Village at the Woodlands Waterway, The  
Texas, Victoria – Copperfield Village  
Texas, Victoria – Greatwood Homes of Victoria  
Texas, Waco – Delaney at Lake Waco, The  
Utah, Taylorsville – Summit Vista  
Vermont, White River – Village at White River Junction, The  
Virginia, Gainesville – Heritage Village Assisted Living and Memory Care  
Washington, Issaquah – Timber Ridge at Talus  
Wisconsin, Mequon – Newcastle Place  
Wisconsin, Milwaukee – Eastcastle Place



## **EXHIBIT 2**

# **Current Certified Financial Statements December 31, 2018**

**MASONIC AND EASTERN STAR HOME  
OF NORTH CAROLINA, INCORPORATED  
D/B/A WHITESTONE**

**FINANCIAL STATEMENTS**

**YEAR ENDED DECEMBER 31, 2018  
(WITH COMPARATIVE TOTALS FOR THE YEAR  
ENDED DECEMBER 31, 2017)**



**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
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## Independent Auditor's Report

To the Board of Directors  
Masonic and Eastern Star Home of North Carolina,  
Incorporated d/b/a WhiteStone  
Greensboro, North Carolina

We have audited the accompanying financial statements of Masonic and Eastern Star Home of North Carolina, Incorporated d/b/a WhiteStone (the 'Home'), which comprise the statement of financial position as of December 31, 2018, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Home's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Home's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Masonic and Eastern Star Home of North Carolina, Incorporated d/b/a WhiteStone as of December 31, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Report on Summarized Comparative Information

We have previously audited the Masonic and Eastern Star Home of North Carolina, Incorporated d/b/a WhiteStone's 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated March 19, 2018, except for Note 6 to the financial statements which is dated April 29, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Bernard Robinson & Company, L.L.P.*

Greensboro, North Carolina  
April 29, 2019

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Statement of Financial Position**  
**December 31, 2018**  
**(With Comparative Totals as of December 31, 2017)**

|  | <u>Assets</u>                     |                      |
|--|-----------------------------------|----------------------|
|  | <u>2018</u>                       | <u>2017</u>          |
| Current Assets:  |                                   |                      |
| Cash and cash equivalents                                  | \$ 2,002,329                      | \$ 2,100,955         |
| Investments  | 6,657,750                         | 7,521,198            |
| Assets limited as to use - current                         | 5,254,967                         | 4,309,767            |
| Accounts receivable, net of allowance for doubtful amounts | 783,074                           | 884,510              |
| Accounts receivable, other                                 | 1,372,410                         | 1,355,559            |
| Prepaid expenses and other assets                          | 306,201                           | 305,693              |
| Total current assets                                       | <u>16,376,731</u>                 | <u>16,477,682</u>    |
| Long-Term Investments, Deferred Costs and Other Assets:    |                                   |                      |
| Long-term investments                                      | 107,344                           | 107,344              |
| Assets limited as to use - long-term                       | 1,594,841                         | 2,276,414            |
| Assets in split-interest agreements                        | 4,804,370                         | 5,425,285            |
| Deferred costs, net  | 523,893                           | 781,470              |
|  | <u>7,030,448</u>                  | <u>8,590,513</u>     |
| Property and equipment, net                                | <u>32,361,628</u>                 | <u>31,633,726</u>    |
| Total assets   | <u>\$ 55,768,807</u>              | <u>\$ 56,701,921</u> |
|  | <u>Liabilities and Net Assets</u> |                      |
| Current Liabilities:                                       |                                   |                      |
| Current portion of long-term debt                          | \$ 290,000                        | \$ 550,000           |
| Accounts payable   | 1,225,585                         | 792,471              |
| Accrued expenses   | 1,216,153                         | 859,202              |
| Refundable advance fees, current                           | 566,836                           | 565,819              |
| Total current liabilities                                  | <u>3,298,574</u>                  | <u>2,767,492</u>     |
| Long-term debt   | <u>23,514,754</u>                 | <u>23,788,955</u>    |
| Deferred Revenue and Other Liabilities:                    |                                   |                      |
| Deferred revenue from advance fees                         | 12,051,470                        | 12,090,856           |
| Refundable advance fees                                    | 3,427,435                         | 3,363,374            |
| Deposits on unoccupied units                               | 169,535                           | 190,401              |
| Resident trust funds                                       | 117,562                           | 241,368              |
| Total deferred revenue and other liabilities               | <u>15,766,002</u>                 | <u>15,885,999</u>    |
| Total liabilities  | <u>42,579,330</u>                 | <u>42,442,446</u>    |
| Net Assets:  |                                   |                      |
| Without Donor Restrictions                                 | 3,746,570                         | 4,127,505            |
| With Donor Restrictions                                    | 9,442,907                         | 10,131,970           |
| Total net assets   | <u>13,189,477</u>                 | <u>14,259,475</u>    |
| Total liabilities and net assets                           | <u>\$ 55,768,807</u>              | <u>\$ 56,701,921</u> |

*See Notes to Financial Statements*

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Statement of Operations**  
**Year Ended December 31, 2018**  
**(With Comparative Totals for the Year Ended December 31, 2017)**

|  | <u>2018</u>         | <u>2017</u>           |
|--|---------------------|-----------------------|
| Operating revenues:  |                     |                       |
| Resident service revenues                                    | \$ 5,523,117        | \$ 5,213,562          |
| Less: resident service contractual adjustments               | (333,986)           | (301,320)             |
| Net patient health care revenues                             | 11,609,615          | 11,278,805            |
| Less: patient health care contractual adjustments            | (2,922,215)         | (2,543,869)           |
| Amortization of advance fees                                 | 1,966,220           | 1,759,955             |
| Total revenues, gains, and other support                     | <u>15,842,751</u>   | <u>15,407,133</u>     |
| Operating expenses:  |                     |                       |
| Salaries and benefits  | 8,129,382           | 8,107,779             |
| Contract labor   | 2,565               | 1,130                 |
| Medical supplies and services                                | 1,427,269           | 1,312,730             |
| Food supplies and services                                   | 883,853             | 858,867               |
| Other supplies and activities                                | 635,314             | 683,379               |
| Utilities and communications                                 | 697,073             | 713,397               |
| Repairs and maintenance                                      | 595,865             | 489,182               |
| Property and liability insurance                             | 199,111             | 194,193               |
| Depreciation   | 1,717,254           | 1,683,013             |
| Amortization of contract acquisition costs                   | 259,766             | 259,766               |
| Interest expense   | 1,166,629           | 1,291,546             |
| Bad debts  | 144,194             | 122,349               |
| Management fees  | 570,000             | 570,000               |
| Other operating expenses                                     | 576,216             | 492,418               |
| Total expenses and losses                                    | <u>17,004,491</u>   | <u>16,779,749</u>     |
| Operating loss   | <u>(1,161,740)</u>  | <u>(1,372,616)</u>    |
| Nonoperating income:   |                     |                       |
| Contributions  | 1,437,966           | 2,037,963             |
| Investment income (loss)                                     | (680,779)           | 1,149,232             |
| Other income   | 14,963              | 8,309                 |
| Loss on debt extinguishment                                  | -                   | (4,875,199)           |
| Release from restriction                                     | 8,655               | 23,910                |
| Total nonoperating income                                    | <u>780,805</u>      | <u>(1,655,785)</u>    |
| Increase (decrease) in net assets without donor restrictions | <u>\$ (380,935)</u> | <u>\$ (3,028,401)</u> |

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Statement of Changes in Net Assets**  
**Year Ended December 31, 2018**  
**(With Comparative Totals for the Year Ended December 31, 2017)**

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|  | <u>2018</u>                 | <u>2017</u>                 |
|--|-----------------------------|-----------------------------|
| Change in net assets without donor restrictions  | <u>\$ (380,935)</u>         | <u>\$ (3,028,401)</u>       |
| Net assets with donor restrictions:              |                             |                             |
| Contributions                                    | 51,871                      | 212,255                     |
| Investment income (loss)                         | (111,364)                   | 263,803                     |
| Change in the value of split-interest agreements | (620,915)                   | 528,117                     |
| Release from restriction                         | (8,655)                     | (23,910)                    |
| Change in net assets with donor restrictions     | <u>(689,063)</u>            | <u>980,265</u>              |
| Change in net assets                             | <b>(1,069,998)</b>          | (2,048,136)                 |
| Net assets:                                      |                             |                             |
| Beginning  | <u>14,259,475</u>           | <u>16,307,611</u>           |
| Ending   | <u><b>\$ 13,189,477</b></u> | <u><b>\$ 14,259,475</b></u> |

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Statement of Cash Flows**  
**Year Ended December 31, 2018**  
**(With Comparative Totals for the Year Ended December 31, 2017)**

|   | <u>2018</u>         | <u>2017</u>         |
|---|---------------------|---------------------|
| Cash flows from operating activities:   |                     |                     |
| Changes in net assets   | \$ (1,069,998)      | \$ (2,048,136)      |
| Adjustments to reconcile changes in net assets to<br>net cash provided by operating activities: |                     |                     |
| Depreciation and amortization   | 1,990,630           | 2,001,532           |
| Advance fees, refundable fees and deposits on<br>unoccupied units received                      | 2,689,187           | 2,305,183           |
| Amortization of advance fees  | (1,966,220)         | (1,759,955)         |
| Net realized and unrealized (gains) loss on investments<br>and reinvested income                | 792,143             | (1,413,035)         |
| Change in value of split-interest agreements  | 620,915             | (528,117)           |
| Loss on debt extinguishment   | -                   | 4,875,199           |
| (Increase) decrease in:   |                     |                     |
| Accounts receivable   | 101,436             | (208,627)           |
| Accounts receivable, other  | (102,151)           | (173,903)           |
| Prepaid expenses and other assets   | (508)               | 3,386               |
| Increase (decrease) in:   |                     |                     |
| Accounts payable  | 433,114             | (64,246)            |
| Accrued expenses  | 356,951             | (238,938)           |
| Other deposits and liabilities  | (123,806)           | (139,325)           |
| Net cash provided by operating activities   | <u>3,721,693</u>    | <u>2,611,018</u>    |
| Cash flows from investing activities:   |                     |                     |
| Purchase of property and equipment  | (2,445,156)         | (1,149,295)         |
| Proceeds from the sale and maturity of investments  | 600,476             | 863,369             |
| Purchase of investments   | (636,200)           | -                   |
| Net change in assets whose use is limited   | (263,627)           | 2,106,139           |
| Net cash provided by (used in) investing activities   | <u>(2,744,507)</u>  | <u>1,820,213</u>    |
| Cash flows from financing activities:   |                     |                     |
| Refunds of advance fee  | (632,841)           | (565,819)           |
| Payments on bonds payable   | (550,000)           | (3,539,081)         |
| Net cash used in financing activities   | <u>(1,182,841)</u>  | <u>(4,104,900)</u>  |
| Increase (decrease) in cash and cash equivalents  | (205,655)           | 326,331             |
| Cash, cash equivalents and restricted cash - beginning  | <u>2,384,175</u>    | <u>2,057,844</u>    |
| Cash, cash equivalents and restricted cash - ending   | <u>\$ 2,178,520</u> | <u>\$ 2,384,175</u> |



**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Notes to Financial Statements**

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**NOTE 1 - NATURE OF BUSINESS**

Masonic and Eastern Star Home of North Carolina, Incorporated d/b/a WhiteStone (the “Home”) is a nonprofit organization that principally provides housing, health care and other related services to residents through the operation of a retirement facility providing general and advanced care. The Home is located in Greensboro, North Carolina. It is subject to various laws and regulations enacted by the State of North Carolina regarding its activities. The Home is a philanthropic charity of the Grand Lodge and the Grand Chapter and subordinate lodges and chapters. Each lodge and chapter solicits contributions from its members for the support of the Home.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Cash and Cash Equivalents**

For purposes of reporting cash flows, the Home considers cash accounts and highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents. Cash and cash equivalents exclude money market accounts and mutual funds held in broker or trust accounts since they represent investment proceeds that will be reinvested in allowable investments of the Home.

**Comparative Financial Information**

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Home's financial statements for the year ended December 31, 2017, from which the summarized information was derived.

**Investments**

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value. Pooled fund investments are reflected at fair value based on the net asset value per share of the investment, as a practical expedient. Changes in the fair value of investments, including both realized and unrealized gains and losses, are included in the accompanying statement of operations and statement of changes in net assets. In determining realized gains and losses, the cost of investments is determined using the specific-identification method.

**Assets Limited as to Use**

Assets limited as to use include assets set aside by the Board of Directors to meet North Carolina General Statute operating reserve requirements, deposits held in trust, and assets held by trustees under indenture agreements. Amounts required to meet current liabilities of the Home have been classified as current assets in the statement of financial position.

Continuing care retirement communities located in North Carolina are licensed and monitored by the State Department of Insurance under Article 64 of Chapter 58 of the North Carolina General Statutes. The Commissioner of Insurance has the authority to revoke or restrict the license of, or impose additional requirements on, any continuing care facility under certain circumstances specified in General Statute 58-64-10.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Notes to Financial Statements**

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NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Assets Limited as to Use (Continued)**

North Carolina General Statute 58-64-33 requires that continuing care retirement communities with occupancy levels in excess of 90% maintain an operating reserve equal to 25% of total operating costs projected for the 12-month period following the most recent annual statement filed with the Department of Insurance, upon approval of the Commissioner. Continuing care retirement communities with less than 90% occupancy are required to maintain an operating reserve equal to 50% of projected total operating costs.

Total operating costs shall include budgeted operating expenses plus debt service less depreciation and amortization expense, and revenue associated with noncontractual expenses. The operating reserve can only be released upon the submittal of a detailed request from the Home and must be approved by the North Carolina Department of Insurance.

Deposits held in trust include resident trust funds held by the Home on behalf of residents. Funds are provided to the resident or used to pay bills at the direction of the resident or responsible party. The funds are recorded as both an asset and a liability. Deposits held in trust also include deposits on unoccupied units. The deposits are held in trust until the prospective resident moves into the Home's facility. These funds are also recorded as an asset and liability.

**Accounts Receivable**

The Home records accounts receivable at total unpaid balance. The Home determines past-due status of individual accounts receivable based on the contractual terms of the original contract (or based on how recently payments have been made, for example). The Home estimates an allowance for doubtful accounts based on a combination of factors, including the Home's historical loss experience and any anticipated effects related to current economic conditions, and management's knowledge of the current composition of accounts receivable. Accounts receivable that management believes to be ultimately not collectible are written off upon such determination. At year end, the allowance for doubtful accounts was \$95,742.

**Property and Equipment**

Property and equipment are stated at cost less accumulated depreciation. Depreciation is determined by the straight-line method over the estimated useful lives of the assets, which range from 5 to 40 years.

The Home periodically assesses the realizability of its long-lived assets and evaluates such assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. For assets to be held, impairment is determined to exist if estimated future cash flows, undiscounted and without interest charges, are less than the carrying amount. For assets to be disposed of, impairment is determined to exist if the estimated net realizable value is less than the carrying amount.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Notes to Financial Statements**

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NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Deferred Costs**

The costs associated with the initial marketing of an expansion project are being deferred and will be amortized using the average life expectancy of the initial occupants of the facility once it opens and deferred financing costs relating to the financing of the facility will be amortized over the life of the bonds. The net annual amortization for the deferred financing costs will be as follows: 2019 - \$306,358; 2020 - \$305,680; 2021 - \$371,616.

**Assets in Split-Interest Agreements**

The Home has beneficial interest in several irrevocable, unconditional split-interest agreements, which are all administered by third parties and for which the Home has lead or remainder interests. The Home has the irrevocable right to receive a share of income from the assets of these trusts. These assets are stated at the fair value of the Home's net asset value per share of trust assets, which is an approximation of the present value of the estimated future distributions from the trusts, and have been recorded as temporarily or permanently restricted net assets based on restrictions associated with related trust agreements. Income distributions to the Home are included in investment income in unrestricted net assets. The change in the value of the beneficial interest is recorded as the change in the value of split-interest agreements in net assets with donor restrictions related to their respective trusts.

**Advance Fees**

Fees paid by a resident upon entering into a continuing care or independent living contract are recorded as deferred revenue and are amortized to income using the straight-line method over the estimated remaining life expectancy of the resident.

Independent residents choose the option of refundability from the following three options: (a) Depreciating Zero Refund Plan, (b) Depreciating 50% Refund Plan, or (c) Depreciating 90% Refund Plan. In the Depreciating Zero Refund Plan, no refund of the entrance fee will be paid to the resident after 50 months of occupancy. In the Depreciating 50% Refund Plan, the refund will not be less than 50% of the entrance fee. In the Depreciating 90% Refund Plan, the refund will not be less than 90% of total entrance fee. In addition to the entrance fee, monthly maintenance fees are also charged based on the option chosen above.

The Home sells life estates in multifamily residential units located adjacent to Home properties. This "Independent Living System" requires an advance fee and a monthly maintenance fee in exchange for certain specific services. The advance fee paid upon admission is reimbursable at 96% if an applicant withdraws within 60 days of admission. Unless otherwise agreed, the refundable advance fee is reduced 2% per month of residency. Management deems rental income received adequate to cover current and future services provided to apartment residents. The advance fees are deferred and amortized over the remaining estimated life expectancy of the resident.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Notes to Financial Statements**

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NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Net Resident Service Revenues and Net Patient Health Care Revenues**

Net resident service revenues and net patient health care revenues are reported at the estimated net realizable amounts due from patients, third-party payors, and others for services rendered, including estimated retroactive revenue adjustments due to future audits, reviews and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as cost report years are no longer subject to such audits, reviews and investigations.

**Estimated Obligation to Provide Future Services**

The Home annually calculates the present value of the net cost of future services and the use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from advance fees. If the present value of the net cost of future services and the use of facilities exceeds the deferred revenue from advance fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income.

The obligation is discounted at 5%, based on the expected long-term rate of return on government obligations. The Home computes this liability by estimating the cost per year per resident at the current level of care for each resident (skilled/intermediate care or residential care). This cost is multiplied by the future life expectancy of each resident based upon actuarially computed tables, and increased for an estimated inflation factor of 3% per annum.

**Classification of Net Assets**

The Home classifies its funds for accounting and reporting purposes as either without donor restrictions or with donor restrictions:

*Without donor restrictions:* All revenue not restricted by donors, unrestricted contributions designated by the board and donor restricted contributions whose restrictions are met in the same period in which they are received are accounted for in net assets without donor restrictions.

*With donor restrictions:* All revenues restricted by donors as to either timing or purpose of the related expenditures or required to be maintained in perpetuity as a source of investment income are accounted for in net assets with donor restrictions. The investment income arising from endowment funds, if any, are accounted for in accordance with donor stipulations. When a donor restriction expires, that is when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions. Those resources for which the restrictions are met in the same fiscal year they are received are included in net assets without donor restrictions.

**Income Taxes**

The Home is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes is reflected in the accompanying financial statements.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Notes to Financial Statements**

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NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Income Taxes (Continued)**

It is the Home's policy to evaluate all tax positions to identify any that may be considered uncertain. All identified material tax positions are assessed and measured by a more-likely-than-not threshold to determine if the tax position is uncertain and what, if any, the effect of the uncertain tax position may have on the financial statements. No material uncertain tax positions were identified during 2018.

**Fair Value Measurements**

Fair value is the price that would be received to sell an asset or paid to transfer liability in an orderly transaction between market participants at the measurement date. In determining fair values, the Home uses various methods including market, income and cost approaches. Based on these approaches, the Home often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and/or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs.

The Home utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. After determining the observable and unobservable inputs, the Home is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

*Level 1* - Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

*Level 2* - Observable prices that are based on inputs not quoted on active markets, but corroborated by market data, discounted cash flow models or similar techniques.

*Level 3* - Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

**Advertising**

Advertising costs are expensed as incurred. Advertising expense was \$146,119.

**Use of Estimates**

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Subsequent Events**

Management has evaluated events and transactions for potential recognition or disclosure through April 29, 2019, which is the date the financial statements were available to be issued.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Notes to Financial Statements**

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NOTE 3 - INVESTMENTS AND ASSETS LIMITED AS TO USE

Investments were comprised of the following:

|                        |                    |
|------------------------|--------------------|
| Fair Value:            |                    |
| Money Market           | \$ 2,030,176       |
| Mutual Funds           | 212,701            |
| Pooled Funds accounts  | <u>11,195,834</u>  |
|                        | 13,438,711         |
| Investment basis       | <u>13,533,426</u>  |
| Unrealized gain (loss) | <u>\$ (94,715)</u> |

The table below presents the balance of assets measured at fair value on a recurring basis by level within the hierarchy.

| Description                                       | Year End<br>Fair Value | Fair Value Measurements<br>at Reporting Date Using |             |                     |
|---|------------------------|--|-------------|---------------------|
|   |                        | Level 1  | Level 2     | Level 3             |
| Investments (including assets limited as to use): |                        |  |             |                     |
| Mutual Funds                                      | \$ 212,701             | \$ 212,701   | \$ -        | \$ -                |
| Money Market                                      | 2,030,176              | 2,030,176  | -           | -                   |
| Assets in split-interest agreements               | <u>4,804,370</u>       | -  | -           | <u>4,804,370</u>    |
|   | 7,047,247              | <u>\$ 2,242,877</u>                                | <u>\$ -</u> | <u>\$ 4,804,370</u> |
| Pooled Funds *                                    | <u>11,195,834</u>      |  |             |                     |
|   | <u>\$18,243,081</u>    |  |             |                     |

\* In accordance with Subtopic 820-10, certain investments that were measured at net asset value per share (or its equivalent) as a practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in the table are intended to permit reconciliation of the fair value hierarchy to the line items presented in the statement of financial position.

The following table summarizes investments measured at fair value based on NAV per share:

|              | Fair Value   | Unfunded Commitments | Redemption Frequency | Redemption Notice Period |
|--------------|--------------|----------------------|----------------------|--------------------------|
| Pooled Funds | \$11,195,834 | N/A                  | As needed            | One month                |

Assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3 inputs) are as follows:

|                      |  |
|----------------------|--|
|                      | <u>Assets in split-interest agreements</u> |
| Beginning balance    | \$ 5,425,285                               |
| Change in fair value | <u>(620,915)</u>                           |
| Ending balance       | <u>\$ 4,804,370</u>                        |

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Notes to Financial Statements**

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NOTE 3 - INVESTMENTS AND ASSETS LIMITED AS TO USE (Continued)

Assets limited as to use are allocated as follows:

|   |                     |
|---|---------------------|
| Operating reserve for Department of Insurance       | \$ 3,544,753        |
| Trustee deposit accounts required by debt agreement | 2,030,176           |
| Board designated investments to refund advance fees | 1,098,688           |
| Restricted cash for residents                       | 111,556             |
| Restricted cash for admission payments              | 64,635              |
|   | <u>\$ 6,849,808</u> |

Investment income consists of the following:

|                                      |                     |
|--------------------------------------|---------------------|
| Interest and dividends               | \$ 245,919          |
| Unrealized and realized gains (loss) | (1,038,062)         |
|                                      | <u>\$ (792,143)</u> |

The Home's investments potentially subject it to concentrations of credit risk. The Home maintains various types of investments that encompass many different companies with varied industrial and geographical characteristics designed to limit exposure to any one industry, company or geographical location. However, as most of the Home's investments are traded in public markets, they are subject to general fluctuations in the market's overall performance. The Home retains investment managers who perform periodic evaluations of the relative credit standing of the companies and financial institutions in which the Home invests.

NOTE 4 - PROPERTY AND EQUIPMENT

The following is a summary of property and equipment:

|                                |                     |
|--------------------------------|---------------------|
| Land and improvements          | \$ 749,282          |
| Buildings and improvements     | 47,764,777          |
| Equipment                      | 1,519,466           |
| Furniture and fixtures         | 1,292,988           |
| Vehicles                       | 251,803             |
| Construction in progress       | 1,851,221           |
|                                | <u>53,429,537</u>   |
| Less: Accumulated depreciation | 21,067,909          |
|                                | <u>\$32,361,628</u> |

NOTE 5 - DEFERRED COSTS

Deferred costs consist of the following:

|                                     |                   |
|-------------------------------------|-------------------|
| Deferred contract acquisition costs | \$ 2,078,130      |
| Less accumulated amortization       | 1,554,237         |
|                                     | <u>\$ 523,893</u> |

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Notes to Financial Statements**

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NOTE 6 - LONG-TERM DEBT

The following is a summary of long-term debt:

Public Finance Authority:

Retirement Facilities First Mortgage Revenue Refunding Bonds  
(WhiteStone Project), Series 2017:

|   |                            |
|---|----------------------------|
| Term bonds due 2027, yielding 3.66%   | 3,080,000                  |
| Term bonds due 2037, yielding 4.22%   | 5,270,000                  |
| Term bonds due 2052, yielding 4.40%   | 14,955,000                 |
| Less net premium, discount and deferred issuance costs,<br>net of accumulated amortization of \$519,828 | <u>499,754</u>             |
|   | 23,804,754                 |
| Less current portion  | <u>290,000</u>             |
| Long-term portion   | <u><u>\$23,514,754</u></u> |

Scheduled principal repayments on long-term debt, excluding the discount on Series 2011 for the next five years and thereafter, are summarized as follows:

| <u>Year Ending December 31,</u> | <u>Amount</u>              |
|---------------------------------|----------------------------|
| 2019                            | \$ 290,000                 |
| 2020                            | 300,000                    |
| 2021                            | 315,000                    |
| 2022                            | 325,000                    |
| 2023                            | 340,000                    |
| Thereafter                      | <u>21,735,000</u>          |
|                                 | <u><u>\$23,305,000</u></u> |

During 2017, the Home entered into a financing arrangement with the Public Finance Authority under which the Authority issued tax-exempt Series 2017 revenue refunding bonds of \$23,855,000. The bonds were issued to refund the series 2011 bonds. These bonds are collateralized by a deed of trust on the Home, as well as a security interest in pledged assets.

Under the terms of the bonds, the Home is required to maintain certain deposits with the trustees. Such deposits are included with assets limited as to use of the Home. The Master Trust Indenture Agreement for the bonds include certain covenants and restrictions. As of year end, the Home is in compliance with all covenants and restrictions.



**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
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**Notes to Financial Statements**

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NOTE 7 - ASSETS LIQUIDITY

The following reflects the Home's financial assets as of the statement of financial position date, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statement of financial position date. Amounts not available include amounts set aside for long-term investing in the quasi-endowment that could be drawn upon if the governing board approves that action.

|  |                     |
|--|---------------------|
| Financial assets, at year end  | \$17,772,715        |
| Less those unavailable for general expenditures within one year, due to contractual or donor-imposed restrictions: |                     |
| Restricted by donor with purpose restrictions  | 9,442,907           |
| Assets limited as to use   | 5,751,120           |
| Board designations: Investments held to refund advanced fees   | <u>1,098,688</u>    |
| Financial assets available to meet cash needs for general expenditures within one year                             | <u>\$ 1,480,000</u> |

The Home is substantially supported by healthcare and residential/assisted living revenues. As part of the Home's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the Home invests cash in excess of daily requirements in various investments held in assets limited as to use and as board designated funds. These funds may be drawn upon in the event of financial distress or an immediate liquidity need resulting from events outside the typical life cycle of converting financial assets to cash or settling financial liabilities.

NOTE 8 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following purposes:

|  |                   |
|--|-------------------|
| Subject to expenditures for specified purpose:   |                   |
| Glasser Fund, hair treatments for residents needing assistance   | \$ 36,608         |
| Resident council   | 897               |
| Sunshine Fund, special activities for residents  | 4,186             |
| Longdon Chapel Fund  | 156,049           |
| Masonic and Eastern Star Fraternity member financial support   | 1,227,297         |
| Other specific purposes  | <u>34,503</u>     |
|  | <u>1,459,540</u>  |
| Subject to expenditure when a specified event occurs:  |                   |
| Split-interest agreements that will provide proceeds upon liquidation of trust to support general operations | <u>\$ 673,225</u> |

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Notes to Financial Statements**

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NOTE 8 - NET ASSETS WITH DONOR RESTRICTIONS (Continued)

Net assets with donor restrictions are available for the following purposes (Continued):

Subject to the Home's spending policy and appropriation:

Investment in perpetuity (including amounts above original gift amount of \$6,387,499, which, once appropriated, is expendable to support the Home's:

|   |                     |
|---|---------------------|
| General operations - Split-interest agreements                | \$ 4,131,145        |
| General operations  | 190,643             |
| Restricted for state operating reserve and general operations | <u>2,988,354</u>    |
|   | <u>7,310,142</u>    |
| Total net assets with donor restrictions                      | <u>\$ 9,442,907</u> |

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or appropriation.

NOTE 9 - ENDOWMENTS

The Home's endowments consist of several individual funds established for a variety of purposes. Its endowments include donor-restricted endowment funds. As required by generally accepted accounting principles, net assets associated with endowment funds, are classified and reported based on the existence or absence of donor-imposed restrictions.

Laws and regulations allow the governing board to appropriate so much of an endowment fund as is prudent considering the following relevant factors: the duration and preservation of the endowment fund, the purposes of the Home and the endowment fund, general economic conditions, the possible effect of inflation or deflation, the expected total return from income and the appreciation of investments, the Home's other resources and investment policy. Under the Home's endowment spending policy, 5% of the average of the fair value at the end of the previous 3 years is appropriated, which was \$252,500 for the current year ended.

Changes in Endowment Net Assets and Composition by Type of Fund consist of the following:

|                                     | Without Donor<br>Restrictions | With Donor<br>Restrictions | Total               |
|-------------------------------------|-------------------------------|----------------------------|---------------------|
| Donor-restricted endowment funds:   |                               |                            |                     |
| Beginning Net Assets                | \$ -                          | \$ 7,962,136               | \$ 7,962,136        |
| Investment returns:                 |                               |                            |                     |
| Investment income                   | -                             | 77,954                     | 77,954              |
| Net appreciation (depreciation)     | 217,156                       | (184,531)                  | 32,625              |
| Change in split interest agreements | -                             | (545,417)                  | (545,417)           |
| Total investment return             | <u>217,156</u>                | <u>(651,994)</u>           | <u>(434,838)</u>    |
| Appropriation of endowment          | <u>217,156</u>                | -                          | <u>217,156</u>      |
| Ending Net Assets                   | <u>\$ -</u>                   | <u>\$ 7,310,142</u>        | <u>\$ 7,310,142</u> |

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Notes to Financial Statements**

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**NOTE 10 - CLASSIFICATION OF OPERATING EXPENSES**

The classification of operating expenses is as follows:

|  | <u>Resident<br/>Services</u> | <u>General and<br/>Administration</u> | <u>Total</u>        |
|--|------------------------------|---------------------------------------|---------------------|
| Salaries and benefits                      | \$ 5,048,199                 | \$ 3,081,183                          | \$ 8,129,382        |
| Contract labor                             | 2,565                        | -                                     | 2,565               |
| Medical supplies and services              | 1,427,269                    | -                                     | 1,427,269           |
| Food supplies and services                 | -                            | 883,853                               | 883,853             |
| Other supplies and activities              | 151,592                      | 483,722                               | 635,314             |
| Utilities and communications               | -                            | 697,073                               | 697,073             |
| Repairs and maintenance                    | 10,537                       | 585,328                               | 595,865             |
| Property and liability insurance           | -                            | 199,111                               | 199,111             |
| Depreciation                               | -                            | 1,717,254                             | 1,717,254           |
| Amortization of contract acquisition costs | -                            | 259,766                               | 259,766             |
| Interest expense                           | -                            | 1,166,629                             | 1,166,629           |
| Bad debts                                  | -                            | 144,194                               | 144,194             |
| Management fees                            | -                            | 570,000                               | 570,000             |
| Other operating expenses                   | 168,164                      | 408,052                               | 576,216             |
| Total expenses                             | <u>\$ 6,808,326</u>          | <u>\$10,196,165</u>                   | <u>\$17,004,491</u> |

The financial statements report certain categories of expenses that are attributable to one or more supporting services of the Home. Those expenses are allocated using a ratable portion of the labor hours performed by the management team.

**NOTE 11 - RELATED PARTY TRANSACTIONS**

The Home is affiliated with the Grand Lodge of A.F. and A.M. of North Carolina (“Grand Lodge”) and the Grand Chapter of the Eastern Star of North Carolina (“Grand Chapter”), and the Home's Board of Directors includes officers of and is elected by the Grand Lodge and the Grand Chapter.

The North Carolina Masonic Foundation, Incorporated (the “Masonic Foundation”) is a private, charitable foundation established by the Grand Lodge to fund its philanthropic endeavors. The Masonic Foundation is the sole member of the North Carolina Masonic and Eastern Star Home Foundation, LLC (the "NC Foundation"), a limited liability company organized for the purpose of providing financial support directly to the Home on behalf of deserving individual members of the Masonic and Eastern Star Fraternity and their qualified relations who reside at or receive services through the Home.

The Home’s Master Trust Indenture provides that amounts received by the Home from the NC Foundation as payment for fees or expenses of Masonic residents and deposited by the Home into its general operating account shall be included in computing Income Available for Debt Service, which is the numerator of the Long-Term Debt Service Coverage Ratio covenant in the Master Trust Indenture. For the year ended December 31, 2018, this amount was \$606,890.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Notes to Financial Statements**

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NOTE 11 - RELATED PARTY TRANSACTIONS (Continued)

The Home also receives other substantial support from the Grand Chapter and other Masonic bodies, which is summarized as follows:

|   |            |
|---|------------|
| Grand Chapter of the Eastern Star of North Carolina | \$ 232,227 |
| Other Masonic bodies                                | 209,470    |

NOTE 12 - MANAGEMENT AGREEMENT

The Home has a management agreement with Life Care Services, LLC to manage, operate and maintain the Home's retirement community. The agreement runs through September 2021, however, the Home or Life Care Services, LLC can terminate this agreement without cause six months after formal notice is given. The Home agrees to pay Life Care Services, LLC a monthly management fee of \$47,500 and an annual application service provider fee of \$10,000 throughout the term of the contract.

NOTE 13 - RETIREMENT PLAN

The Home, Grand Lodge, and Oxford maintain a defined contribution participant-directed, multi-employer 401(k) plan. The plan covers all employees who are at least eighteen years of age with at least six months of service. The Home will make yearly matching contributions determined at its discretion. Contributions were approximately \$74,363 for the year ended December 31, 2018.

The Home also maintains a multi-employer deferred compensation plan, under IRC Section 457, with the Grand Lodge and Oxford. No contributions were made to this plan during 2018.

NOTE 14 - CASH FLOW SUPPLEMENTAL INFORMATION

The following provides a reconciliation of cash, cash equivalents and restricted cash reported within the statement of financial position as of December 31, 2018, that sum to the total of the same such amounts shown in the statement of cash flows:

|   |                     |
|---|---------------------|
| Cash and cash equivalents   | \$ 2,002,329        |
| Assets limited as to use  | <u>176,191</u>      |
| Total cash, cash equivalents and restricted cash shown on statement of cash flows | <u>\$ 2,178,520</u> |

The following provides a reconciliation of cash paid for certain required items reported within the statement of operations for the year ended December 31, 2018:

|  |                   |
|--|-------------------|
| Supplemental disclosure of cash flow information:        |                   |
| Cash payment of interest, including capitalized interest | <u>\$ 811,741</u> |

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Notes to Financial Statements**

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**NOTE 15 - CONCENTRATIONS OF CREDIT RISK**

The Home maintains its cash in financial institutions insured by the Federal Deposit Insurance Corporation (the "FDIC"). Deposit accounts, at times, may exceed federally insured limits.

The Home's investments potentially subject it to market risk and concentrations of credit risk. The Home maintains various types of investments that encompass many different companies with varied industry and geographical characteristics designed to limit exposure to any one industry, company or geographical location. However, as most of the Home's investments are traded in public markets, they are subject to general fluctuations in the market's overall performance. The Home retains investment managers who perform periodic evaluations of the relative credit standing of the companies and financial institutions in which the Home invests.

The Home grants credit without collateral to its residents and is insured under third-party payor agreements. The mix of receivables from residents and third-party payors:

|                             |            |
|-----------------------------|------------|
| Medicare                    | 53%        |
| Medicaid                    | 8%         |
| Private and other insurance | 38%        |
|                             | <u>99%</u> |

**NOTE 16 - ACCOUNTING STANDARDS ISSUED BUT NOT EFFECTIVE**

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update 2014-09, *Revenue from Contracts with Customers*. This update is effective for fiscal periods beginning after December 15, 2017. Subsequently, FASB issued Accounting Standards Update 2015-14, which deferred the effective date until December 15, 2018. The purpose of this update is to improve financial reporting by creating common revenue recognition guidance for U.S. GAAP and IFRS. This update affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts fall under the scope of a different guidance. The Home has not determined how the adoption of this accounting standard will impact their accounting treatment of the contracts with residents.

# **EXHIBIT 3**

## **Certified Five Year Projection Statements (2019-2023)**

MASONIC AND EASTERN STAR HOME  
OF NORTH CAROLINA, INCORPORATED  
D/B/A WHITESTONE

COMPILED FORECAST

FOR THE YEARS ENDING  
DECEMBER 31, 2019, 2020, 2021, 2022 AND 2023



**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
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Bernard Robinson & Company, L.L.P.

To the Board of Directors  
Masonic and Eastern Star Home of North Carolina,  
Incorporated d/b/a WhiteStone  
Greensboro, North Carolina

Management is responsible for the accompanying forecast of Masonic and Eastern Star Home of North Carolina Incorporated d/b/a WhiteStone (the Home), which comprises the forecasted statements of financial position as of December 31, 2019, 2020, 2021, 2022 and 2023, and the related forecasted statements of operations and changes in net assets, and cash flows for the years then ending, including the related summaries of significant assumptions and accounting policies in accordance with guidelines for the presentation of a forecast established by the American Institute of Certified Public Accountants (AICPA). We have performed the compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the forecast nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on this forecast.

The forecasted results may not be achieved, as there will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

*Bernard Robinson & Company, L.L.P.*

Greensboro, North Carolina  
May 17, 2019

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED****Forecasted Statements of Financial Position****December 31, 2019, 2020, 2021, 2022 and 2023****(in Thousands of Dollars)****Assets**

|  | <u>2019</u>      | <u>2020</u>      | <u>2021</u>      | <u>2022</u>      | <u>2023</u>      |
|--|------------------|------------------|------------------|------------------|------------------|
| Current Assets:  |                  |                  |                  |                  |                  |
| Cash and cash equivalents                                    | \$ 3,408         | \$ 5,687         | \$ 28,378        | \$ 24,783        | \$ 32,939        |
| Investments  | 6,658            | 6,658            | 6,658            | 6,658            | 6,658            |
| Assets limited as to use -                                   |                  |                  |                  |                  |                  |
| Restricted by state statute                                  | 3,627            | 3,732            | 3,831            | 3,937            | 4,050            |
| Series 2017 Bonds  | 1,628            | 1,523            | 1,424            | 1,318            | 1,205            |
| Accounts receivable, net of allowance<br>of doubtful amounts | 2,221            | 2,279            | 2,339            | 2,401            | 2,466            |
| Prepaid expenses and other assets                            | 313              | 321              | 334              | 415              | 413              |
| Total Current Assets   | <u>17,855</u>    | <u>20,200</u>    | <u>42,964</u>    | <u>39,512</u>    | <u>47,731</u>    |
| Long-Term Investments, Deferred Costs and<br>Other Assets:   |                  |                  |                  |                  |                  |
| Assets in split-interest agreements                          | 4,804            | 4,804            | 4,804            | 4,804            | 4,804            |
| Assets limited as to use - Series 2017 Bonds                 | 1,702            | 1,702            | 1,702            | 1,702            | 1,702            |
| Deferred costs, net  | 19               | 37               | 52               | 66               | 77               |
|  | <u>6,525</u>     | <u>6,543</u>     | <u>6,558</u>     | <u>6,572</u>     | <u>6,583</u>     |
| Property and Equipment                                       | 32,645           | 33,358           | 34,093           | 34,850           | 35,689           |
| Less accumulated depreciation                                | 1,761            | 3,502            | 5,197            | 6,896            | 8,613            |
|  | <u>30,884</u>    | <u>29,856</u>    | <u>28,896</u>    | <u>27,954</u>    | <u>27,076</u>    |
| Total Assets   | <u>\$ 55,264</u> | <u>\$ 56,599</u> | <u>\$ 78,418</u> | <u>\$ 74,038</u> | <u>\$ 81,390</u> |

**Liabilities and Net Assets**

|  |                  |                  |                  |                  |                  |
|--|------------------|------------------|------------------|------------------|------------------|
| Current Liabilities:   |                  |                  |                  |                  |                  |
| Current portion of long-term debt                            | \$ 300           | \$ 315           | \$ 15,550        | \$ 1,280         | \$ 1,345         |
| Accounts payable   | 1,254            | 1,287            | 1,339            | 1,660            | 1,651            |
| Advance deposits and refundable resident<br>termination fees | 580              | 595              | 619              | 768              | 764              |
| Accrued liabilities  | 1,244            | 1,277            | 1,328            | 1,647            | 1,639            |
| Total Current Liabilities                                    | <u>3,378</u>     | <u>3,474</u>     | <u>18,836</u>    | <u>5,355</u>     | <u>5,399</u>     |
| Long-Term Debt   | <u>23,521</u>    | <u>23,512</u>    | <u>7,999</u>     | <u>6,719</u>     | <u>5,374</u>     |
| Deferred Revenue and Other Liabilities:                      |                  |                  |                  |                  |                  |
| Deferred revenue and advance fees                            | 12,035           | 12,846           | 24,854           | 28,431           | 29,555           |
| Refundable advance fees                                      | 3,801            | 4,056            | 7,848            | 8,978            | 9,333            |
| Deposits on unoccupied units                                 | 176              | 183              | 196              | 270              | 269              |
| Resident trust funds   | 118              | 118              | 118              | 118              | 118              |
| Total Deferred Revenue and Other Liabilities                 | <u>16,130</u>    | <u>17,203</u>    | <u>33,016</u>    | <u>37,797</u>    | <u>39,275</u>    |
| Total Liabilities  | <u>43,029</u>    | <u>44,189</u>    | <u>59,851</u>    | <u>49,871</u>    | <u>50,048</u>    |
| Net Assets:  |                  |                  |                  |                  |                  |
| Without Donor Restrictions                                   | 2,792            | 2,967            | 9,124            | 14,724           | 21,899           |
| With Donor Restrictions                                      | 9,443            | 9,443            | 9,443            | 9,443            | 9,443            |
| Total Net Assets   | <u>12,235</u>    | <u>12,410</u>    | <u>18,567</u>    | <u>24,167</u>    | <u>31,342</u>    |
| Total Liabilities and Net Assets                             | <u>\$ 55,264</u> | <u>\$ 56,599</u> | <u>\$ 78,418</u> | <u>\$ 74,038</u> | <u>\$ 81,390</u> |

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**Forecasted Statements of Operations and Changes in Net Assets**  
**Years Ending December 31, 2019, 2020, 2021, 2022 and 2023**  
**(in Thousands of Dollars)**

|  | 2019             | 2020             | 2021             | 2022             | 2023             |
|--|------------------|------------------|------------------|------------------|------------------|
| Operating revenues:                      |                  |                  |                  |                  |                  |
| Net resident service revenues            | \$ 5,654         | \$ 5,824         | \$ 5,998         | \$ 6,179         | \$ 6,363         |
| Net patient health care revenues         | 8,074            | 8,263            | 8,463            | 8,668            | 8,878            |
| Amortization of advance fees             | 1,951            | 2,009            | 2,070            | 2,132            | 2,196            |
| Total operating revenues                 | <u>15,679</u>    | <u>16,096</u>    | <u>16,531</u>    | <u>16,979</u>    | <u>17,437</u>    |
| Operating expenses:                      |                  |                  |                  |                  |                  |
| Salaries and benefits                    | 8,511            | 8,757            | 8,989            | 9,237            | 9,504            |
| Medical supplies and services            | 1,494            | 1,537            | 1,578            | 1,622            | 1,668            |
| Food supplies and services               | 926              | 952              | 978              | 1,005            | 1,034            |
| Other supplies and activities            | 665              | 684              | 702              | 722              | 742              |
| Utilities and communications             | 730              | 751              | 771              | 792              | 815              |
| Repairs and maintenance                  | 624              | 642              | 659              | 677              | 697              |
| Property and liability insurance         | 208              | 214              | 220              | 226              | 233              |
| Bad debts                                | 151              | 155              | 159              | 164              | 168              |
| Management fees                          | 597              | 614              | 630              | 648              | 666              |
| Other administrative expenses            | 603              | 620              | 637              | 655              | 673              |
| Depreciation                             | 1,763            | 1,728            | 1,698            | 1,696            | 1,719            |
| Amortization of deferred marketing costs | 934              | 19               | 7                | 10               | 13               |
| Amortization of deferred financing costs | 306              | 306              | 37               | -                | -                |
| Interest expense                         | 1,129            | 1,117            | 1,364            | 4,951            | 4,385            |
| Total operating expenses                 | <u>18,641</u>    | <u>18,096</u>    | <u>18,429</u>    | <u>22,405</u>    | <u>22,317</u>    |
| Nonoperating income:                     |                  |                  |                  |                  |                  |
| Contributions                            | 1,260            | 1,260            | 1,260            | 1,260            | 1,260            |
| Investment income                        | 212              | 216              | 221              | 225              | 230              |
| Other revenues                           | 535              | 551              | 567              | 584              | 602              |
| Net revenues from expansion              | -                | 148              | 6,007            | 8,957            | 9,963            |
| Total nonoperating income                | <u>2,007</u>     | <u>2,175</u>     | <u>8,055</u>     | <u>11,026</u>    | <u>12,055</u>    |
| Changes in net assets                    | (955)            | 175              | 6,157            | 5,600            | 7,175            |
| Net Assets:                              |                  |                  |                  |                  |                  |
| Beginning                                | 13,190           | 12,235           | 12,410           | 18,567           | 24,167           |
| Ending                                   | <u>\$ 12,235</u> | <u>\$ 12,410</u> | <u>\$ 18,567</u> | <u>\$ 24,167</u> | <u>\$ 31,342</u> |

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**Forecasted Statements of Cash Flows**  
**Years Ending December 31, 2019, 2020, 2021, 2022 and 2023**  
**(in Thousands of Dollars)**

|   | 2019            | 2020            | 2021             | 2022             | 2023             |
|---|-----------------|-----------------|------------------|------------------|------------------|
| Cash flows from operating activities:   |                 |                 |                  |                  |                  |
| Changes in net assets   | \$ (955)        | \$ 175          | \$ 6,157         | \$ 5,600         | \$ 7,175         |
| Adjustments to reconcile changes in net assets<br>to net cash provided by operating activities: |                 |                 |                  |                  |                  |
| Depreciation  | 1,763           | 1,728           | 1,698            | 1,696            | 1,719            |
| Amortization of deferred marketing costs  | 934             | 19              | -                | -                | -                |
| Amortization of deferred financing costs  | 306             | 306             | 37               | -                | -                |
| Amortization of advance fees  | (1,951)         | (2,009)         | (2,070)          | (2,132)          | (2,196)          |
| Advance fees and deposits on unoccupied<br>units received                                       | 2,316           | 3,080           | 17,888           | 6,925            | 3,685            |
| Increase in:  |                 |                 |                  |                  |                  |
| Accounts receivable   | (65)            | (58)            | (60)             | (62)             | (65)             |
| Prepaid expenses and other assets   | (7)             | (8)             | (13)             | (81)             | 2                |
| Increase in:  |                 |                 |                  |                  |                  |
| Accounts payable  | 28              | 33              | 52               | 321              | (9)              |
| Advance deposits and refundable<br>resident termination fees                                    | 13              | 15              | 24               | 149              | (4)              |
| Accrued expenses  | 28              | 33              | 51               | 319              | (8)              |
| Net cash provided by operating activities   | <u>2,410</u>    | <u>3,314</u>    | <u>23,764</u>    | <u>12,735</u>    | <u>10,299</u>    |
| Cash flows from investing activities:   |                 |                 |                  |                  |                  |
| Purchase of property and equipment  | (693)           | (713)           | (735)            | (756)            | (839)            |
| Payment toward deferred marketing costs   | (21)            | (22)            | (23)             | (24)             | (24)             |
| Net cash used in investing activities   | <u>(714)</u>    | <u>(735)</u>    | <u>(758)</u>     | <u>(780)</u>     | <u>(863)</u>     |
| Cash flows from financing activities:   |                 |                 |                  |                  |                  |
| Net payments on debt obligations  | (290)           | (300)           | (315)            | (15,550)         | (1,280)          |
| Net cash used in financing activities   | <u>(290)</u>    | <u>(300)</u>    | <u>(315)</u>     | <u>(15,550)</u>  | <u>(1,280)</u>   |
| Increase (decrease) in cash and cash equivalents  | 1,406           | 2,279           | 22,691           | (3,595)          | 8,156            |
| Cash and cash equivalents - beginning   | 2,002           | 3,408           | 5,687            | 28,378           | 24,783           |
| Cash and cash equivalents - ending  | <u>\$ 3,408</u> | <u>\$ 5,687</u> | <u>\$ 28,378</u> | <u>\$ 24,783</u> | <u>\$ 32,939</u> |
| Supplemental disclosures of cash flow information:  |                 |                 |                  |                  |                  |
| Cash payments for interest  | <u>\$ 1,129</u> | <u>\$ 1,117</u> | <u>\$ 1,364</u>  | <u>\$ 4,951</u>  | <u>\$ 4,385</u>  |

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**Summary of Significant Forecast Assumptions and Accounting Policies**

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**NOTE 1 - BASIS OF PRESENTATION**

This financial forecast presents, to the best of management's knowledge and belief, the Masonic and Eastern Star Home of North Carolina, Incorporated's (hereafter referred to as the "Home") expected financial position, results of operations and changes in net assets, and cash flows for the forecast period. Accordingly, this forecast reflects management's judgment, the expected conditions and its expected course of action as of the date of this forecast. The assumptions disclosed herein are those that management believes are significant to the forecast. There usually will be differences between forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. Management does not intend to revise this forecast to reflect changes in present circumstances or the occurrence of unanticipated events.

**NOTE 2 - NATURE OF BUSINESS**

The Home is a nonprofit organization that principally provides housing, health care and other related services to residents through the operation of a retirement facility providing general and advanced care. The Home is located in Greensboro, North Carolina. It is subject to various laws and regulations enacted by the State of North Carolina regarding its activities. The Home is a philanthropic charity of the Grand Lodge and the Grand Chapter and subordinate lodges and chapters. Each lodge and chapter solicits contributions from its members for the support of the Home.

**NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Change in Accounting Policy**

During 2019, the Home adopted Financial Accounting Standards Board ("FASB") issued Accounting Standards Update 2014-09, *Costs of Acquiring Contracts* more commonly known as the *Revenue Recognition* Standard. This standard changes the process by which deferred costs related to revenue-generating resident contracts are recognized such that only incremental costs directly associated with obtaining resident contracts may be capitalized. Certain deferred marketing and development costs related have therefore been written off to amortization expense in 2019, such that the remaining deferred cost assets each year reflect estimated capitalized costs incurred from resident contracts.

**Classification of Net Assets**

The Home classifies its funds for accounting and reporting purposes as either without donor restrictions or with donor restrictions:

*Without donor restrictions:* All revenue not restricted by donors, unrestricted contributions designated by the board and donor restricted contributions whose restrictions are met in the same period in which they are received are accounted for in net assets without donor restrictions.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**Summary of Significant Forecast Assumptions and Accounting Policies**

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NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Classification of Net Assets (Continued)**

*With donor restrictions:* All revenues restricted by donors as to either timing or purpose of the related expenditures or required to be maintained in perpetuity as a source of investment income are accounted for in donor restricted net assets. The investment income arising from endowment funds, if any, are accounted for in accordance with donor stipulations. When a donor restriction expires, that is when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions. Those resources for which the restrictions are met in the same fiscal year they are received are included in net assets without donor restrictions.

**Cash and Cash Equivalents**

For purposes of reporting cash flows, the Home considers cash accounts and highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents. Cash and cash equivalents exclude money market accounts and mutual funds held in broker or trust accounts since they represent investment proceeds that will be reinvested in allowable investments of the Home.

**Investments**

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value. Pooled funds investments are reflected at fair value based on inputs other than quoted prices that are observable at year end. Changes in the fair value of investments, including both realized and unrealized gains and losses, are included in the accompanying statements of operations and changes in net assets. In determining realized gains and losses, the cost of investments is determined using the specific-identification method.

The Home's investments potentially subject it to market risk and concentrations of credit risk. The Home maintains various types of investments that encompass many different companies with varied industry and geographical characteristics designed to limit exposure to any one industry, company or geographical location. However, as most of the Home's investments are traded in public markets, they are subject to general fluctuations in the market's overall performance. The Home retains investment managers who perform periodic evaluations of the relative credit standing of the companies and financial institutions in which the Home invests.

**Assets Limited as to Use**

Assets limited as to use include assets set aside by the Board of Directors to meet North Carolina General Statute operating reserve requirements, over which the Board retains control and may, at its discretion, subsequently use for other purposes and deposits held in trust.

Continuing care retirement communities located in North Carolina are licensed and monitored by the State Department of Insurance under Article 64 of Chapter 58 of the North Carolina General Statutes. The Commissioner of Insurance has the authority to revoke or restrict the license of, or impose additional requirements on, any continuing care facility under certain circumstances specified in General Statute 58-64-10.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**Summary of Significant Forecast Assumptions and Accounting Policies**

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NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Assets Limited as to Use (Continued)**

North Carolina General Statute 58-64-33 requires that continuing care retirement communities with occupancy levels in excess of 90% maintain an operating reserve equal to 25% of total operating costs projected for the 12-month period following the most recent annual statement filed with the Department of Insurance, upon approval of the Commissioner. Continuing care retirement communities with less than 90% occupancy are required to maintain an operating reserve equal to 50% of projected total operating costs. Total operating costs shall include budgeted operating expenses plus debt service less depreciation and amortization expense and revenue associated with noncontractual expenses.

The operating reserve can only be released upon the submittal of a detailed request from the Home and must be approved by the North Carolina Department of Insurance.

Deposits held in trust include resident trust funds held by the Home on behalf of residents. Funds are provided to the resident or used to pay bills at the direction of the resident or responsible party. The funds are recorded as both an asset and a liability. Deposits held in trust also include deposits on unoccupied units. The deposits are held in trust until the prospective resident moves into the Home's facility. These funds are also recorded as an asset and liability.

**Accounts Receivable**

The Home records accounts receivable at total unpaid balance. The Home determines past-due status of individual accounts receivable based on the contractual terms of the original contract (or based on how recently payments have been made, for example). The Home estimates an allowance for doubtful accounts based on a combination of factors, including the Home's historical loss experience and any anticipated effects related to current economic conditions, as well as management's knowledge of the current composition of accounts receivable. Accounts receivable that management believes to be ultimately not collectible are written off upon such determination.

**Property and Equipment**

Property and equipment are stated at cost less accumulated depreciation. Depreciation is determined by the straight-line method over the estimated useful lives of the assets, which range from 5 to 40 years.

The Home periodically assesses the realizability of its long-lived assets and evaluates such assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. For assets to be held, impairment is determined to exist if estimated future cash flows, undiscounted and without interest charges, are less than the carrying amount. For assets to be disposed of, impairment is determined to exist if the estimated net realizable value is less than the carrying amount.

**Deferred Costs**

The costs associated with the initial marketing of an expansion project are being deferred and will be amortized using the average life expectancy of the initial occupants of the facility once it opens.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**Summary of Significant Forecast Assumptions and Accounting Policies**

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NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Advance Fees**

Fees paid by a resident upon entering into a continuing care or independent living contract are recorded as deferred revenue and are amortized to income using the straight-line method over the estimated remaining life expectancy of the resident.

Independent residents choose the option of refundability from the following three options: (a) Depreciating Zero Refund Plan, (b) Depreciating 50% Refund Plan, and (c) Depreciating 90% Refund Plan. In the Depreciating Zero Refund Plan, no refund of the entrance fee will be paid to the resident after 50 months of occupancy. In the Depreciating 50% Refund Plan, the refund will not be less than 50% of the entrance fee. In the Depreciating 90% Refund Plan, the refund will not be less than 90% of total entrance fee. In addition to the entrance fee, monthly maintenance fees are also charged based on the option chosen above.

The Home sells life estates in multifamily residential units located adjacent to Home properties. This "Independent Living System" requires an advance fee and a monthly maintenance fee in exchange for certain specific services. The advance fee paid upon admission is reimbursable at 96% if an applicant withdraws within 60 days of admission. Unless otherwise agreed, the refundable advance fee is reduced 2% per month of residency. Management deems rental income received adequate to cover current and future services provided to apartment residents. The advance fees are deferred and amortized over the remaining estimated life expectancy of the resident.

**Estimated Obligation to Provide Future Services**

The Home annually calculates the present value of the net cost of future services and the use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from advance fees. If the present value of the net cost of future services and the use of facilities exceeds the deferred revenue from advance fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income. The obligation is discounted at 5%, based on the expected long-term rate of return on government obligations. The Home computes this liability by estimating the cost per year per resident at the current level of care for each resident (skilled/intermediate care or residential care). This cost is multiplied by the future life expectancy of each resident based upon actuarially computed tables, and increased for an estimated inflation factor of 3% per annum.

**Net Resident Service Revenues and Net Patient Health Care Revenues**

Net resident service revenues and net patient health care revenues are reported at the estimated net realizable amounts due from patients, third-party payors, and others for services rendered, including estimated retroactive revenue adjustments due to future audits, reviews and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as cost report years are no longer subject to such audits, reviews and investigations.



**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**Summary of Significant Forecast Assumptions and Accounting Policies**

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NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Income Taxes**

The Home is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes is reflected in the accompanying forecasted financial statements.

It is the Home's policy to evaluate all tax positions to identify any that may be considered uncertain. All identified material tax positions are assessed and measured by a more-likely-than-not threshold to determine if the tax position is uncertain and what, if any, the effect of the uncertain tax position may have on the forecasted financial statements.

**Use of Estimates**

The preparation of forecasted financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the forecasted financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 4 - SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS

**Resident and patient health care services** - Net resident service revenues are expected to increase for 2019 through 2023 between 2.98% and 3.02%. Net patient health care revenues are expected to increase between 2.34% and 2.42% through 2023. The Home estimated these revenues based on historical trends, anticipated increases in independent living apartments and houses, health care daily rates, and maintaining occupancy average over 90%.

**Amortization of advanced fees** - Projected advance fees are deferred and amortized over the remaining estimated life expectancy of the resident.

**Expenses other than depreciation and amortization and interest expense** - The Home estimated these expenses from historical trends at anticipated increases between 2.44% to 3.14% per annum through 2023.

**Depreciation and amortization, and interest expense** - These expenses are based on projected depreciation and amortization subjected for facilities and deferred costs through 2023, and estimated interest rates for the 2017 Series Bonds issued to finance the facility expansion.

NOTE 5 - LONG-TERM DEBT

During 2017, the Home entered into a financing arrangement with the Public Finance Authority under which the Authority issued tax-exempt Series 2017 revenue refunding bonds of \$23,855,000. The bonds were issued to refund the series 2011 bonds. The bonds are collateralized by a deed of trust on the Home, as well as a security interest in pledged assets.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**Summary of Significant Forecast Assumptions and Accounting Policies**

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NOTE 5 - LONG-TERM DEBT (Continued)

Under the terms of the bonds, the Home is required to maintain certain deposits with the trustee. Such deposits are included with assets limited as to use of the Home. The Master Trust Indenture Agreement for the bonds include certain covenants and restrictions. As of year end, the Home is in compliance with all covenants and restrictions.

Deferred financing costs relating to the financing of the facility are netted against long-term debt.

NOTE 6 - FACILITY EXPANSION AND RENOVATION

The Home is continuing to move forward with its master plan for future development by planning to (i) expand the current independent living area, (ii) add a free-standing assisted living building, (iii) double its memory care capacity, and (iv) renovate the existing Care and Wellness Center to better meet residents' needs.

LCS Development has provided a business plan, preliminary site planning, financial analyses, and schematic level plans for this proposed expansion project. The Home has also obtained a market feasibility study, which supports the proposed expansion. An Application for Start-Up Certificate will be submitted to the North Carolina Department of Insurance immediately after submittal of the Disclosure Statement. We have contracted for and are expecting an actuarial report from an independent actuarial and consulting firm. The report is expected to be issued on May 30, 2019, and a copy will be provided to the North Carolina Department of Insurance as part of our application for a Start-Up Certificate.

It is proposed that the financing for the expansion will be provided through the issuance of short term and long term tax-exempt bonds. Short-term bonds will be paid off by a portion of the Entrance Fees collected on the newly constructed independent living apartments once they are occupied. Permanent financing will represent that portion of the capital costs of the expansion project that is not paid off from a portion of the Entrance Fees collected for the newly constructed independent living apartments. As per regulatory requirements and in the interest of sound financial stewardship, the issuance of the tax-exempt bonds will only commence once 50% of the planned independent living apartments have been reserved with deposits equal to 10% of the respective Entrance Fees.

Estimated increases of Property and Equipment related to the expansion project reflected in the forecasted statements of financial position are as follows (in thousands of dollars):

|                     | <u>2019</u> | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023</u> |
|---------------------|-------------|-------------|-------------|-------------|-------------|
| Expansion           | \$ 500      | \$ 500      | \$ 500      | \$ -        | \$ -        |
| Existing Operations | 693         | 713         | 735         | 757         | 780         |

# **EXHIBIT 4**

## **Interim Financial Statements March 2019**

- ❖ Balance Sheet**
- ❖ Statement of Operations**
- ❖ Statement of Cash Flows**

# WhiteStone: A Masonic and Eastern Star Community Comparative Balance Sheet

Masonic and Eastern Star Home

MAR-19USD

4/29/2019 10:17

| NATURAL ACCOUNT   | Current Month        |
|---|----------------------|
| <b>Assets</b>   |                      |
| Total Cash and Cash Equivalents                         | 2,059,772.52         |
| Total Current Assets Whose Use is Limited or Restricted | 3,119,203.35         |
| Total Accounts/Notes Receivable                         | 2,096,848.56         |
| Total Inventory   | 70,265.63            |
| Total Prepaid and Deferred                              | 147,731.99           |
| Total L-T Assets Whose Use is Board/Self Restricted     | 9,352,229.33         |
| Total L-T Assets With Limited/Restricted Use            | 1,553,108.15         |
| Net Depreciable Assets                                  | 30,084,344.91        |
| Total Other Assets                                      | 6,484,173.16         |
| <b>Total Assets</b>                                     | <b>54,967,677.60</b> |
| <b>Liabilities</b>                                      |                      |
| Total Accounts Payable                                  | 908,499.55           |
| Total Accrued Payroll Liabilities                       | 674,362.39           |
| Total Accrued Interest and Current Debt                 | 393,570.87           |
| Total Accrued Liabilities                               | 145,967.55           |
| Total Other Current Liabilities                         | 239,211.52           |
| Total Long-Term Liabilities                             | 27,064,221.12        |
| Total Deferred Revenue - Non Refundable                 | 12,186,887.35        |
| <b>Total Liabilities</b>                                | <b>41,612,720.35</b> |
| <b>Total Equity</b>                                     | <b>13,354,957.25</b> |
| <b>Total Liabilities and Equity</b>                     | <b>54,967,677.60</b> |

# WhiteStone: A Masonic and Eastern Star Community Quarterly Operating Statement

Masonic and Eastern Star Home

MAR-19USD

4/29/2019 10:16

| NATURAL ACCOUNT COST CENTER         | YTD Actuals  |
|-------------------------------------|--------------|
| Operating Revenue                   |              |
| Independent Living Revenue          |              |
| Total IL & State Supplement Revenue | 1,166,464.16 |
| Health Center                       |              |
| Total Private Pay                   | 941,523.09   |
| Total Life Care/Continuing Care     | 36,910.95    |
| Total Medicare Part A               | 357,187.34   |
| Total Medicare Part B               | 69,403.82    |
| Total Medicaid                      | 360,406.02   |
| Total HMO/Managed Care              | 162,655.72   |
| Total Hospice                       | 2,185.01     |
| Total Other Insurance               | (7,965.61)   |
| Total Health Center Revenue         | 1,922,306.34 |
| Assisted Living - Dementia          |              |
| Total Private Pay                   | 226,172.04   |
| Total Life Care/Continuing Care     | 6,222.00     |
| Total Medicaid                      | -            |
| Total Assisted Living Revenue       | 232,394.04   |
| Home Health                         |              |
| Total Private Pay                   | 133,293.19   |
| Total Home Health Revenue           | 133,293.19   |
| Total Other Operating Revenue       | 4,870.14     |

# WhiteStone: A Masonic and Eastern Star Community Quarterly Operating Statement

Masonic and Eastern Star Home

MAR-19USD

4/29/2019 10:16

| NATURAL ACCOUNT COST CENTER | YTD Actuals  |
|-----------------------------|--------------|
|                             |              |
| Total Operating Revenue     | 3,459,327.87 |

# WhiteStone: A Masonic and Eastern Star Community Quarterly Operating Statement

Masonic and Eastern Star Home

MAR-19USD

4/29/2019 10:16

| NATURAL ACCOUNT COST CENTER                      | YTD Actuals       |
|--|-------------------|
|  |                   |
|  |                   |
|  |                   |
| <b>Total General and Administrative Expense</b>  | <b>674,551.68</b> |
|  |                   |
| <b>Plant</b>                                     |                   |
|  |                   |
| <b>Total Wages</b>                               | <b>90,003.26</b>  |
| <b>Total Benefits and Taxes</b>                  | <b>26,636.43</b>  |
| <b>Total Other Expenses</b>                      | <b>336,738.83</b> |
|  |                   |
| <b>Total Plant Expenses</b>                      | <b>453,378.52</b> |
|  |                   |
| <b>Environmental Services</b>                    |                   |
|  |                   |
| <b>Total Wages</b>                               | <b>126,056.02</b> |
| <b>Total Benefits and Taxes</b>                  | <b>34,709.04</b>  |
| <b>Total Other Expenses:</b>                     | <b>19,486.16</b>  |
|  |                   |
| <b>Total Environmental Service Expense</b>       | <b>180,251.22</b> |
|  |                   |
| <b>Food Service</b>                              |                   |
|  |                   |
| <b>Total Wages</b>                               | <b>242,359.25</b> |
| <b>Total Benefits and Taxes</b>                  | <b>53,938.66</b>  |
| <b>Total Other Expenses</b>                      | <b>267,305.03</b> |
|  |                   |
| <b>Total Food &amp; Beverage Service Expense</b> | <b>563,602.94</b> |
|  |                   |
| <b>Resident Services</b>                         |                   |
|  |                   |
| <b>Total Wages</b>                               | <b>26,158.68</b>  |
| <b>Total Benefits</b>                            | <b>8,232.83</b>   |
| <b>Total Other Expenses</b>                      | <b>45,308.95</b>  |

# WhiteStone: A Masonic and Eastern Star Community Quarterly Operating Statement

Masonic and Eastern Star Home

MAR-19USD

4/29/2019 10:16

| NATURAL ACCOUNT COST CENTER     | YTD Actuals |
|---------------------------------|-------------|
| Total Resident Services Expense | 79,700.46   |



# WhiteStone: A Masonic and Eastern Star Community Quarterly Operating Statement

Masonic and Eastern Star Home

MAR-19USD

4/29/2019 10:16

| NATURAL ACCOUNT COST CENTER          | YTD Actuals         |
|--------------------------------------|---------------------|
|                                      |                     |
|                                      |                     |
| <b>Health Center</b>                 |                     |
|                                      |                     |
| Total Wages                          | 908,540.26          |
| Total Benefits                       | 195,158.14          |
| Total HC Administrative Expense      | 80,950.31           |
| Total Ancillary Expense              | 298,675.98          |
|                                      |                     |
| <b>Total Health Center Expense</b>   | <b>1,483,324.69</b> |
|                                      |                     |
|                                      |                     |
| <b>Assisted Living - Dementia</b>    |                     |
|                                      |                     |
| Total Wages                          | 39,601.32           |
| Total Benefits and Taxes             | 14,019.11           |
| Total Other Expenses                 | 1,133.86            |
|                                      |                     |
| <b>Total Assisted Living Expense</b> | <b>54,754.29</b>    |
|                                      |                     |
|                                      |                     |
| <b>Community Home Health</b>         |                     |
|                                      |                     |
| Total Wages                          | 147,647.92          |
| Total Labor - Outside Contract       | 892.50              |
| Total Benefits and Taxes             | 19,598.43           |
| Total Other Expenses                 | 5,110.16            |
|                                      |                     |
| <b>Total Community Home Health</b>   | <b>173,249.01</b>   |
|                                      |                     |
|                                      |                     |
| <b>Total Operating Expense</b>       | <b>3,662,812.81</b> |
|                                      |                     |
|                                      |                     |
| <b>Net Operating Income</b>          | <b>(203,484.94)</b> |

# WhiteStone: A Masonic and Eastern Star Community Quarterly Operating Statement

Masonic and Eastern Star Home

MAR-19USD

4/29/2019 10:16

| NATURAL ACCOUNT COST CENTER              | YTD Actuals  |
|--|--------------|
|  |              |
|  |              |
|  |              |
| Total Other Income                       | 1,968,900.09 |
| Total Other Expenses                     | 706,499.11   |
|  |              |
| Net Income/(Loss)                        | 1,058,916.04 |
|  |              |
| <b>SUMMARY</b>                           |              |
|  |              |
| Operating Revenue                        |              |
|  |              |
| Total Independent Living Revenue         | 1,166,464.16 |
| Total Health Center Revenue              | 1,922,306.34 |
| Total Assisted Living Revenue            | 232,394.04   |
| Total Home Health Revenue                | 133,293.19   |
| Total Other Operating Revenue            | 4,870.14     |
|  |              |
| Total Operating Revenue                  | 3,459,327.87 |
|  |              |
| Operating Expense                        |              |
|  |              |
| Total General and Administrative Expense | 674,551.68   |
| Total Plant                              | 453,378.52   |
| Total Environmental Service              | 180,251.22   |
| Total Food Service Expense               | 563,602.94   |
| Total Resident Services Expense          | 79,700.46    |
| Total Health Center Expense              | 1,483,324.69 |
| Total Assisted Living - Dementia Expense | 54,754.29    |
| Total Community Home Health Expense      | 173,249.01   |
|  |              |
| Total Operating Expense                  | 3,662,812.81 |
|  |              |
| Net Operating Income                     | (203,484.94) |
|  |              |
| Total Other Income                       | 1,968,900.09 |
|  |              |
| Total Other Expenses                     | 706,499.11   |
|  |              |
| Net Income/(Loss)                        | 1,058,916.04 |

# WhiteStone: A Masonic and Eastern Star Community

## Statement of Cash Flows

Masonic and Eastern Star Home  
MAR-19USD  
4/29/2019 10:18

|   | Year To Date Actual   |
|---|-----------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>                    |                       |
| Operating Revenue   | 3,465,291.73          |
| <b>Adjustments to Reconcile Net Operating Revenue to Cash:</b>  |                       |
| Decrease (Increase) in Resident Receivables                     | 4,854.07              |
| Decrease (Increase) in Other Accounts Receivable                | 53,780.99             |
| <b>Operating Revenue - Cash Basis</b>                           | <b>3,523,926.79</b>   |
| Operating Expenses  | 3,662,812.81          |
| <b>Adjustments to Reconcile Net Operating Expenses to Cash:</b> |                       |
| Increase (Decrease) in Prepaid Expenses and Inventory           | (88,202.46)           |
| Decrease (Increase) in Accounts Payable                         | 323,092.48            |
| Decrease (Increase) in Accrued Expenses                         | 131,164.27            |
| <b>Operating Expenses - Cash Basis</b>                          | <b>4,028,867.10</b>   |
| <b>Net Operating Income (Loss) - Cash Basis</b>                 | <b>(504,940.31)</b>   |
| <b>Other</b>  |                       |
| Interest Income   | 59,750.42             |
| Interest Expense  | (557,798.55)          |
| Other Income & Expense  | 1,325,567.53          |
| <b>Entrance Fees</b>  |                       |
| Entrance Fees Received Net of Refunds                           | 655,262.80            |
| Increase (Decrease) in Entrance Fee Deposits                    | 29,636.08             |
| <b>NET CASH PROVIDED BY OPERATING ACTIVITIES:</b>               | <b>1,007,477.97</b>   |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>                    |                       |
| Purchases of Property and Equipment                             | 690,028.18            |
| Decrease (Increase) in Self Restricted Assets                   | (909,990.03)          |
| Decrease (Increase) in Restricted Assets                        | 324,159.42            |
| <b>NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES:</b>     | <b>104,197.57</b>     |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>                    |                       |
| Effects of Refinancing/Principal Payment on Debt                | (299,426.45)          |
| Equity Changes - Capital Contributions/Partner Distributions    | (930,997.97)          |
| <b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES:</b>     | <b>(1,230,424.42)</b> |
| <b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS:</b>    | <b>(118,748.88)</b>   |
| <b>CASH AND CASH EQUIVALENTS - AT BEGINNING OF PERIOD</b>       | <b>2,178,521.40</b>   |
| <b>CASH AND CASH EQUIVALENTS - AT END OF PERIOD</b>             | <b>2,059,772.52</b>   |

# **EXHIBIT 5**

**Explanation of Material Differences**

**Balance Sheet**

**Statement of Operations**

**Statement of Cash Flows**

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Statement of Financial Position**  
**December 31, 2018**

| <u>Assets</u>  | <u>Audit</u>         | <u>Forecast</u>      | <u>Difference</u> | <u>Variance</u> |
|--|----------------------|----------------------|-------------------|-----------------|
| <b>Current Assets:</b>   |                      |                      |                   |                 |
| Cash and cash equivalents                                      | \$ 2,002,329         | \$ 1,748,000         | 254,329           | 14.55%          |
| Investments (1)  | 6,657,750            | 7,521,000            | (863,250)         | -11.48%         |
| Assets limited as to use - current (2)                         | 5,254,967            | 7,968,000            | (2,713,033)       | -34.05%         |
| Accounts receivable, net of allowance for doubtful amounts     | 783,074              | 911,000              | (127,926)         | -14.04%         |
| Accounts receivable, other                                     | 1,372,410            | 1,396,000            | (23,590)          | -1.69%          |
| Prepaid expenses and other assets                              | 306,201              | 326,000              | (19,799)          | -6.07%          |
| Total current assets   | <u>16,376,731</u>    | <u>19,870,000</u>    |                   |                 |
| <b>Long-Term Investments, Deferred Costs and Other Assets:</b> |                      |                      |                   |                 |
| Long-term investments  | 107,344              | 107,000              | 344               | 0.32%           |
| Assets limited as to use - long-term (3)                       | 1,594,841            | 24,413,000           | (22,818,159)      | -93.47%         |
| Assets in split-interest agreements (4)                        | 4,804,370            | 5,425,000            | (620,630)         | -11.44%         |
| Deferred costs, net  | 523,893              | 521,000              | 2,893             | 0.56%           |
|  | <u>7,030,448</u>     | <u>30,466,000</u>    |                   |                 |
| Property and equipment, net (5)                                | <u>32,361,628</u>    | <u>30,540,000</u>    | 1,821,628         | 5.96%           |
| Total assets   | <u>\$ 55,768,807</u> | <u>\$ 80,877,000</u> |                   |                 |
| <b><u>Liabilities and Net Assets</u></b>                       |                      |                      |                   |                 |
| <b>Current Liabilities:</b>                                    |                      |                      |                   |                 |
| Current portion of long-term debt                              | \$ 290,000           | \$ 650,000           | (360,000)         | -55.38%         |
| Accounts payable   | 1,225,585            | 844,000              | 381,585           | 45.21%          |
| Accrued expenses   | 1,216,153            | 1,350,000            | (133,847)         | -9.91%          |
| Refundable advance fees, current                               | 566,836              | 603,000              | (36,164)          | -6.00%          |
| Total current liabilities                                      | <u>3,298,574</u>     | <u>3,447,000</u>     |                   |                 |
| Long-term debt (6)   | <u>23,514,754</u>    | <u>44,035,000</u>    | (20,520,246)      | -46.60%         |
| <b>Deferred Revenue and Other Liabilities:</b>                 |                      |                      |                   |                 |
| Deferred revenue from advance fees                             | 12,051,470           | 11,873,000           | 178,470           | 1.50%           |
| Refundable advance fees  | 3,427,435            | 3,750,000            | (322,565)         | -8.60%          |
| Deposits on unoccupied units                                   | 169,535              | 219,000              | (49,465)          | -22.59%         |
| Resident trust funds   | 117,562              | 241,000              | (123,438)         | -51.22%         |
| Total deferred revenue and other liabilities                   | <u>15,766,002</u>    | <u>16,083,000</u>    |                   |                 |
| Total liabilities  | <u>42,579,330</u>    | <u>63,565,000</u>    |                   |                 |
| <b>Net Assets:</b>   |                      |                      |                   |                 |
| Without Donor Restrictions                                     | 3,746,570            | 7,180,000            | (3,433,430)       | -47.82%         |
| With Donor Restrictions  | 9,442,907            | 10,132,000           | (689,093)         | -6.80%          |
| Total net assets (7)   | <u>13,189,477</u>    | <u>17,312,000</u>    | (4,122,523)       | -23.81%         |
| Total liabilities and net assets                               | <u>\$ 55,768,807</u> | <u>\$ 80,877,000</u> |                   |                 |

MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED  
EXPLANATION OF MATERIAL DIFFERENCES FOOTNOTES - BALANCE SHEET Differences of  
\$500,000 or greater between audit and forecast are considered Material Differences and are explained below:

- 1) Investments - At year end markets were down
- 2) Assets limited to use - Current - 2011 bond debt extinguished so we no longer have a reserve account for this.
- 3) Assets limited to use - LT - The 2011 bond extinguishment was applied retroactively so it was not forecasted for 2018
- 4) Assets in split-interest agreements - At year end markets were down
- 5) Property and Equipment, net - Referbishments and HVAC projects more than projected.
- 6) Long term debt - The 2011 bond extinguishment was applied retroactively so it was not forecasted for 2018
- 7) Total Net Assets - The 2011 bond extinguishment was applied retroactively so it was not forecasted for 2018

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Statement of Cash Flows**  
**Year Ended December 31, 2018**

|  | Audit               | Forecast            | Difference  | Variance |
|--|---------------------|---------------------|-------------|----------|
| Cash flows from operating activities:  |                     |                     |             |          |
| Changes in net assets  | \$ (1,069,998)      | \$ (1,414,000)      | 344,002     | -24.33%  |
| Adjustments to reconcile changes in net assets to net cash provided by operating activities: |                     |                     |             |          |
| Depreciation and amortization  | 1,990,630           | 2,309,000           | (318,370)   | -13.79%  |
| Advance fees, refundable fees and deposits on unoccupied units received (1)                  | 2,689,187           | 2,030,000           | 659,187     | 32.47%   |
| Amortization of advance fees   | (1,966,220)         | (1,831,000)         | (135,220)   | 7.38%    |
| Net realized and unrealized gains on investments and reinvested income (2)                   | 792,143             | -                   | 792,143     | 100.00%  |
| Change in value of split-interest agreements (3)   | 620,915             | -                   | 620,915     | 100.00%  |
| (Increase) decrease in:  |                     |                     |             |          |
| Accounts receivable  | 101,436             | (27,000)            | 128,436     | -484.02% |
| Accounts receivable, other   | (102,151)           | (41,000)            | (61,151)    | 150.37%  |
| Prepaid expenses and other assets  | (508)               | (20,000)            | 19,492      | -98.08%  |
| Increase (decrease) in:  |                     |                     |             |          |
| Accounts payable   | 433,114             | 51,000              | 382,114     | 749.24%  |
| Accrued expenses   | 356,951             | 82,000              | 274,951     | 333.68%  |
| Other deposits and liabilities   | (123,806)           | 37,000              | (160,806)   | -437.17% |
| Net cash provided by operating activities  | <u>3,721,693</u>    | <u>1,177,000</u>    | 2,544,693   | 216.18%  |
| Cash flows from investing activities:  |                     |                     |             |          |
| Purchase of property and equipment (4)   | (2,445,156)         | 645,000             | (3,090,156) | -479.09% |
| Proceeds from the sale and maturity of investments (5)                                       | 600,476             | -                   | 600,476     | 100.00%  |
| Purchase of investments (6)  | (636,200)           | -                   | (636,200)   | 100.00%  |
| Net change in assets whose use is limited (7)  | (263,627)           | -                   | (263,627)   | 100.00%  |
| Net cash used in investing activities  | <u>(2,744,507)</u>  | <u>645,000</u>      | (3,389,507) | -525.50% |
| Cash flows from financing activities:  |                     |                     |             |          |
| Refunds of advance fee (8)   | (632,841)           | -                   | (632,841)   | 100.00%  |
| Payments of principal on bonds payable   | (550,000)           | (885,000)           | 335,000     | -37.85%  |
| Net cash provided by (used in) financing activities  | <u>(1,182,841)</u>  | <u>(885,000)</u>    | (297,841)   | 33.65%   |
| Increase (decrease) in cash and cash equivalents   | (205,655)           | (353,000)           | 147,345     | -41.74%  |
| Cash, cash equivalents and restricted cash - beginning                                       | <u>2,384,175</u>    | <u>2,101,000</u>    | 283,175     | 13.48%   |
| Cash, cash equivalents and restricted cash - ending  | <u>\$ 2,178,520</u> | <u>\$ 1,748,000</u> | 430,520     | 24.63%   |

MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPATED EXPLANATION OF MATERIAL DIFFERENCES FOOTNOTES - CASH FLOW Differences of \$500,000 or greater between audit and forecast are considered Material Differences and are explained below:

- 1) Advance fees, refundable fees and deposits on Amortization of advance fees - we received more fees than what was forecasted.
- 2) Net realized and unrealized gains on investments and reinvested income -net change in market values during the year not forecasted
- 3) Change in value of split-interest agreements - Net Change in market values during the year not forecasted
- 4) Purchase of property and equipment - Referbishments and HVAC projects more than projected.
- 5) Proceeds from the sale and maturity of investments - net change in proceeds from the sale of investments not forecasted
- 6) Purchase of investments - Not forecasted
- 7) Net change in assets whose use is limited - Not forecasted
- 8) Refunds of advance fee - Not forecasted and turnover higher than expected



MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED  
D/B/A WHITESTONE  
Statement of Operations  
Year Ended December 31, 2018

|  | Audit               | Forecast              | Difference  | Variance |
|--|---------------------|-----------------------|-------------|----------|
| Operating revenues:  |                     |                       |             |          |
| Net resident service revenues                                | \$ 5,189,131        | \$ 5,502,000          | (312,869)   | -5.69%   |
| Net patient health care revenues (1)                         | 8,687,400           | 7,864,000             | 823,400     | 10.47%   |
| Amortization of advance fees                                 | 1,966,220           | 1,831,000             | 135,220     | 7.38%    |
| Total revenues, gains, and other support                     | <u>15,842,751</u>   | <u>15,197,000</u>     |             |          |
| Operating expenses:  |                     |                       |             |          |
| Salaries and benefits  | 8,129,382           | 8,238,000             | (108,618)   | -1.32%   |
| Contract labor   | 2,565               | -                     | 2,565       | #DIV/0!  |
| Medical supplies and services                                | 1,427,269           | 1,334,000             | 93,269      | 6.99%    |
| Food supplies and services                                   | 883,853             | 873,000               | 10,853      | 1.24%    |
| Other supplies and activities                                | 635,314             | 694,000               | (58,686)    | -8.46%   |
| Utilities and communications                                 | 697,073             | 724,000               | (26,927)    | -3.72%   |
| Repairs and maintenance                                      | 595,865             | 497,000               | 98,865      | 19.89%   |
| Property and liability insurance                             | 199,111             | 197,000               | 2,111       | 1.07%    |
| Depreciation   | 1,717,254           | 1,737,000             | (19,746)    | -1.14%   |
| Amortization of contract acquisition costs                   | 259,766             | 572,000               | (312,234)   | -54.55%  |
| Interest expense (2)   | 1,166,629           | 2,494,000             | (1,327,371) | -53.22%  |
| Bad debts  | 144,194             | 124,000               | 20,194      | 16.29%   |
| Management fees  | 570,000             | 579,000               | (9,000)     | -1.55%   |
| Other operating expenses                                     | 576,216             | 500,000               | 76,216      | 15.24%   |
| Total expenses and losses                                    | <u>17,004,491</u>   | <u>18,563,000</u>     |             |          |
| Operating loss   | <u>(1,161,740)</u>  | <u>(3,366,000)</u>    |             |          |
| Nonoperating income:   |                     |                       |             |          |
| Contributions  | 1,437,966           | 1,260,000             | 177,966     |          |
| Investment income (3)  | (680,779)           | 211,000               | (891,779)   |          |
| Other income   | 14,963              | 481,000               | (466,037)   |          |
| Release from restriction                                     | 8,655               |                       | 8,655       |          |
| Total nonoperating income                                    | <u>780,805</u>      | <u>1,952,000</u>      |             |          |
| Increase (decrease) in net assets without donor restrictions | <u>\$ (380,935)</u> | <u>\$ (1,414,000)</u> |             |          |

8,687,400

MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED EXPLANATION OF MATERIAL DIFFERENCES FOOTNOTES – STATEMENT OF OPERATIONS Differences of \$500,000 or greater between audit and forecast are considered Material Differences.

- 1) Net patient health care revenues - Assisted Living - Dementia revenue wasn't included in the forecast.
- 2) Interest expense - 2011 Bond extinguished
- 3) Investment Income - Markets down at year end, and 2011 bond and escrow account to pay for bond extinguished and removed from our books therefore we no longer get to recognize the investment income from the escrow account.

# **EXHIBIT 6**

## **50% Return-of-Capital™ Residency Agreement**



**700 South Holden Road  
Greensboro, North Carolina 27407  
(336) 299-0031**

**50% Return-of-Capital™  
Residency Agreement**

05/27/2015

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Exhibit A – Non-Standard Features Added at Resident's Request

**WHITESTONE: A MASONIC & EASTERN STAR COMMUNITY**  
**50% RETURN-OF-CAPITAL™**  
**RESIDENCY AGREEMENT**

**RECITALS:**

**A. Provider.** The Masonic and Eastern Star Home of North Carolina, Inc., a non-profit corporation (hereafter "we" or "us" or "our"), is the provider of a continuing care retirement community known as WhiteStone: A Masonic & Eastern Star Community (the "Community") located in Greensboro, North Carolina.

**B. Resident.** \_\_\_\_\_ ("Resident" or "you" or "your", or when two people ("Joint Residents") are named in this Agreement, each of them and the survivor of them, except as otherwise indicated) wishes to live at the Community and to enjoy, consistent with the rights, welfare and contentment of the other residents, the facilities and services provided by the Community.

**C. Requirements for Residency.** Except as waived by us after full disclosure, we require that Resident be at least sixty (60) years of age or applying for the same Residence with a Joint Resident who is sixty (60) or older, be capable of meeting the requirements of occupancy with or without reasonable accommodation and/or reasonable modification, and have sufficient assets and income, all as are specified in our Residency Policy.

**NOW, THEREFORE,** this Agreement is made and entered into between us and Resident as a commitment by Resident and us to the terms and conditions hereinafter set forth.

**1. THE RESIDENCE.** We agree to make available to you, for as long as you live and subject to the terms of this Agreement, a room, studio, apartment or cottage at the Community described as follows: \_\_\_\_\_, \_\_\_\_\_ no. \_\_\_\_\_ (hereafter "Residence"), and to provide, for your lifetime, the services and amenities described in Section 3.1 below. You may select certain options and custom features in the Residence at an extra charge, which shall not be subject to any repayment provision herein. Any such options and custom features selected and paid for by you will become our property. Such options and custom features must be approved by the Executive Director of the Community prior to adding them to the Residence. The Executive Director of the Community has consented to your request to add the non-standard features set forth on Exhibit A to the Residence, and you agree to pay the amount(s) set forth on Exhibit A to cover the additional charges for these features.

**2. CHARGES FOR RESIDENCE AND PRIMARY SERVICES.**

**2.1 Application Fee.** Prior to or upon execution of this Agreement, you will pay to us an Application Fee of \$\_\_\_\_\_. The Application Fee will be used by us to process your application for residency and is non-refundable.

**2.2 Entrance Fee.** In order to reside at the Community for life, subject to this Agreement, and to receive the services described below, you agree to pay to us (in



addition to the Monthly Fee described below) an Entrance Fee in the amount of \$\_\_\_\_\_. The total amount of the Entrance Fee shall be payable as follows:

**2.2.1** Ten percent (10%) of the total Entrance Fee or \$\_\_\_\_\_ is due and payable upon your execution of this Agreement.

**2.2.2** The balance of \$\_\_\_\_\_ of the Entrance Fee shall be paid on the date of occupancy at the Community but in no event later than ninety (90) days after your execution of this Agreement.

**2.3 Monthly Fee.** You are obligated to begin paying a Monthly Fee (or a pro rata portion thereof) on the date you assume occupancy at the Community or within ninety (90) days from the date this Agreement is executed by you, whichever is earlier. Thereafter, the Monthly Fee shall be paid by the tenth (10<sup>th</sup>) day of each month during the term of this Agreement. The Monthly Fee is initially set at a specific amount that can be increased as described in Section 2.6 below. A "Second Person Monthly Fee" shall become part of the Monthly Fee and shall be paid if two persons are Joint Residents under this Agreement. If there are Joint Residents under this Agreement and one Joint Resident dies, the Second Person Monthly Fee shall cease and the remaining Resident shall continue to pay the Monthly Fee without the Second Person Monthly Fee component.

**2.4 Initial Monthly Fee.** The initial Monthly Fee payable by you is \$\_\_\_\_\_ per month and an additional \$\_\_\_\_\_ per month as a Second Person Monthly Fee component of the

Monthly Fee if two persons reside as Joint Residents pursuant to this Agreement.

**2.5 Continuance of Monthly Fee.** The Monthly Fee will continue until (i) your death (in the case of Joint Residents, the death of the surviving Resident), or (ii) surrender of your Residence due to your permanent assignment to Health Center Level Services (as defined in Section 5.1), or (iii) the cancellation of this Agreement as outlined in Sections 8 and 9. If this Agreement is canceled on a date other than the last day of the month, the amount of the Monthly Fee shall be prorated to the date of cancellation. If you have paid more than the prorated Monthly Fee, we will repay the excess amount to you within thirty (30) days after the date of cancellation.

**2.6 Increase in Monthly Fee.** The Monthly Fee is paid to us to provide the services and amenities described in this Agreement, and is intended to meet the expenses associated with the operation of the Community. We may increase the Monthly Fee (which includes the Second Person Monthly Fee where applicable) upon thirty (30) days' written notice if we, in our sole discretion, deem it necessary to meet the financial needs of the Community or to provide services to the Residents.

**2.7 Reduction in Monthly Fee Due to Absence.** If you are absent from the Community for more than seven (7) consecutive days, you will be eligible for a Monthly Fee credit equivalent to the costs of meals paid for and not consumed. You are required to notify us in advance of your absence in order to qualify for the Monthly Fee credit.

**2.8 Reserve Funds.** The amount of the Monthly Fee is and will continue to be

affected by our policy of maintaining reserve funds for the financial security of the Community.

**2.9 Late Payment Charge.** We may charge a one percent (1%) late payment charge per month on any Monthly Fees or extra charges that have not been paid within thirty (30) days of receipt of a monthly statement from us.

### **3. DESCRIPTION OF PRIMARY AND SUPPLEMENTAL SERVICES.**

**3.1 Services Provided for the Monthly Fee.** We will provide you, in consideration for the Monthly Fee referred to above, the following services and amenities at the Community:

- As of the date you executed this Agreement the monthly Dining Allocation is \$\_\_\_\_\_ per month. Each Resident will receive the monthly Dining Allocation as part of the Monthly Fee and Second Person Monthly Fee, to be applied toward dining charges in the main dining room, other designated dining areas, or for other food and beverage services. This Dining Allocation may be expended by you, or with your permission, your guests. Each month, you will be charged for any dining charges in excess of your Dining Allocation. Any unused Dining Allocation at the end of a month can be carried over up to thirty (30) days, but will expire after such thirty (30) days. Your monthly Dining Allocation will be adjusted annually to reflect changes in food service expenses;
- Water, sewer, air conditioning, heating, electricity, trash removal, and municipal services. The Resident is responsible for the charges related to telephone, and cable or satellite television reception;

- Access to one unassigned parking stall (other spaces, if available, may be provided for an additional fee);
- Building and grounds maintenance;
- Weekly housekeeping service;
- Availability of laundry facilities so that you may wash and dry personal laundry;
- Planned activities -- social, educational, cultural, recreational, and spiritual -- for those who wish to participate;
- Services of an activities director;
- Use of the Community's common areas and amenities during scheduled hours -- central dining room, chapel, library, mail boxes, lounges, arts and crafts room, exercise areas, community garden, dog park, fellowship hall, and woodworking shop;
- Carpeting (except in the kitchen and bath where there is other floor covering);
- A kitchen, including refrigerator with icemaker, range/oven, garbage disposal, dishwasher, and microwave;
- Local transportation scheduled by us;
- Twenty-four (24) hour emergency call monitoring in your Residence by nursing staff;
- Guest parking areas;
- Fire detection system;
- Security for buildings and grounds;
- Health Center Level Services, for thirty (30) free annual days of care (see Section 5 for additional details).

**3.2 Supplemental Services Provided for an Extra Charge.** Supplemental services, when available, will be provided at extra charge and are described below:

- Additional meals in the dining room over those provided in consideration for the Monthly Fee;
- Guest accommodations, if available;
- Certain other supplies and services such as medicine, drugs, prescribed therapy,

Health Center Medical Director, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment;

- Other optional services related or unrelated to care in the Health Center as approved by us;
- Personal laundry service;
- Guest meals;
- Additional housekeeping services;
- Special events transportation;
- Extended dietician services when ordered by your attending physician or dietician services not ordered by your attending physician;
- Tray service to your Residence when ordered by your attending physician, the Health Center Medical Director, the Health Center director of nursing, assistance-in-living director or resident services director;
- Health Center Level Services beyond the thirty (30) free annual days of care.

#### **4. TERMS OF RESIDENCY.**

**4.1 Use of the Residence.** The Residence is for living only and will not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and grants you only a lifetime use of the Residence and other facilities of the Community and to available services, subject to the terms and conditions of this Agreement.

**4.2 Duration of Your Right to Occupy the Residence.** You may reside in your Residence for as long as you (or either of you in the case of Joint Residents) live unless you (both of you in the case of Joint Residents) are not capable of occupancy as set forth in our Residency Policy, or this Agreement is canceled by you or by us. A copy of our current Residency Policy, outlining the

age, health and financial requirements for residency, is available for review in the Community Marketing Office. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that assisted living, skilled nursing care, or specialized care for dementia or related disorders be given, you will be requested to relocate to the Community Health Center where we are licensed to provide such care.

#### **4.3 Occupants of the Residence.**

Except as hereinafter provided, no person other than you (both of you in the case of Joint Residents) may occupy the Residence. In the event that a second person who is not a party to this Agreement is accepted for residency in the Residence at a time subsequent to the date hereof (said acceptance to be in accordance with our current Residency Policy), an Entrance Fee in an amount to be determined by us (which will be no more than one-half of the then-current Entrance Fee for the Residence) shall be paid upon residency, and each month thereafter, the then-current Second Person Monthly Fee shall be paid as part of the Monthly Fee. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than thirty (30) days, except with our express written approval.

If the Resident marries a person who is also a resident of the Community, and should they decide to occupy one residence as Joint Residents, they must declare which residence will be occupied and which residence will be surrendered. The repayment due for the surrendered residence, if any, will be provided pursuant to the Entrance Fee repayment terms in the residency agreement of the surrendered residence.

**4.4 Guests.** Guests are welcome to stay in your Residence for short stays not to exceed ten (10) consecutive days. Such stay shall not, in the opinion of the Executive Director, adversely affect the operation of the Community or be inconsistent with the welfare of other residents.

**4.5 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from such liability.

**4.6 Insurance.** You are required at your own expense to carry personal property insurance and liability insurance. If requested by us, you agree to provide us with proof of such insurance coverage.

**4.7 Removal and Storage of Resident's Personal Property.** Your personal property must be removed from the Residence within thirty (30) days following any of the following dates: (i) the date of your death (if Joint Residents, the date of death of the surviving Resident), (ii) the date notice of cancellation is delivered by you or us pursuant to Section 8 or 9, or (iii) the date notice is delivered to you of your permanent assignment or transfer to the Community Health Center or a Comparable Facility for Health Center Level Services (see definitions in Sections 5.1 and 5.2). If your personal property has not been removed from the Residence within such thirty (30) day period, then we may, in our sole discretion, either charge you an additional Monthly Fee for each month thereafter during which such personal property remains in the Residence or remove and store such personal property at the expense and risk of you or your estate. In the event of your death, while you are a resident of the Community under this Agreement, only the executor(s) named in

your Will will be allowed to remove or dispose of your furnishings and belongings in your living accommodation and any related storage areas at the Community. Members of your family or those to whom you have granted Power of Attorney will not be allowed access to your personal property after your death, unless they are the executor(s) named in your Will.

**4.8 Furnishings.** Furnishings within the Residence provided by you shall not be such as to interfere with the health, safety or general welfare of you, other residents, or others.

**4.9 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health and safety or the health and safety of other residents. If relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another residence within the Community, or to the Community Health Center or a Comparable Facility (as defined in Section 5.2) for the protection of your health or safety or for the health or safety of the other residents of the Community.

**4.10 Alterations by You.** You may not undertake any alterations to your Residence without our prior written approval, as set forth in a separate addendum to this Agreement.

**4.11 Condition of Residence.** Upon vacating the Residence, you agree to leave it in good condition, except for normal wear and tear. You shall be liable to us for any charges incurred to restore your Residence to good condition, normal wear and tear excepted.

**4.12 Rights of Second Single Resident.** When two Joint Residents reside in a single Residence under this Agreement, upon the death or permanent assignment of one Resident to the Community Health Center Level Services, or other inability to continue residing in the Residence, the remaining Resident may continue to reside in the Residence under the terms of this Agreement and shall pay the Monthly Fee.

## **5. THE COMMUNITY HEALTH CENTER.**

**5.1 Description.** The Community Health Center is the portion of the Community which is licensed to provide assisted living, skilled nursing care, and specialized care for dementia or related disorders (collectively "Health Center Level Services"). The Community Health Center is staffed by licensed nursing personnel 24 hours a day.

**5.2 Alternate Accommodations.** You will be given priority over non-residents for admission to the Community Health Center. In the event the Community Health Center is fully occupied when you are determined appropriate for admission, you agree to relocate to an alternate health care facility that provides services similar to the Community Health Center (a "Comparable Facility"). Upon your relocation to a Comparable Facility, you shall continue to be responsible for the Monthly Fee (unless your Residence is surrendered). We will not be responsible for the charges associated with the Comparable Facility.

**5.3 Thirty (30) Annual Days of Nursing Care in the Community Health Center.** You are eligible to receive thirty (30) annual days of nursing care (non-cumulative) in the Community Health Center (while you are a resident of your Residence), without

paying the Health Center per diem charge. In the case of Joint Residents, each of you will receive thirty (30) annual days, but the days cannot be combined and used by only one of you, and unused days cannot be carried over to subsequent years. You are required to pay any charges for physician services and any additional health services as outlined in Section 5.10. Once you are permanently assigned to the Health Center, you no longer qualify for the thirty (30) annual days.

**5.4 Transfer to Health Center Level Services.** In the event your physical or mental health is determined by us to be appropriate for Health Center Level Services, you agree to relocate to the Community Health Center or a Comparable Facility. Such a determination will be made by us after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.5 Temporary Assignment to the Community Health Center.** In the event you require temporary care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.4, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. In addition, you will continue to pay the Monthly Fee for your Residence.

**5.6 Permanent Assignment to Health Center Level Services.** In the event you require permanent care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.4, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any

additional health services as outlined in Section 5.10. If you are determined appropriate for Health Center Level Services, and are admitted or relocated to the Community Health Center or a Comparable Facility, you will be required to surrender the Residence to us. We shall have the right to reassign the Residence for occupancy by others except as provided in Section 4.12. Release of the Residence due to your permanent assignment to the Community Health Center or to a Comparable Facility does not qualify you for reimbursement of the Entrance Fee, unless this Agreement is canceled.

Once the Residence is surrendered, you will no longer be obligated to pay the Monthly Fee for the Residence.

**5.7 Relocation within the Community Health Center.** We reserve the right to relocate you to a different level of care within the Community Health Center if you require such care. Such relocation will be made after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.8 Return to Residence.** If we subsequently determine, in consultation with your attending physician, your personal representative and you to the extent possible, that you can resume occupancy in a residence equivalent to the residence you previously occupied, you shall have the right to relocate to such equivalent residence as soon as one is available. Upon reoccupying a residence, your Monthly Fee will be based on the then-current Monthly Fee for the residence.

**5.9 Medical Director, Attending Physician, and Additional Health Services.** We have designated a licensed physician to

serve as Medical Director of the Community Health Center. You are required to have a local attending physician. You may engage the services of the Medical Director at your expense. We will not be responsible for the charges for medical treatment or services by the Medical Director or your attending physician, nor will we be responsible for the charges for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment.

**5.10 Advanced Charges for Medical Treatment.** In the event we incur or advance payment for your medical treatment or for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment (even in the event such medical care is given at the direction of your attending physician or the Medical Director without your prior approval), you shall promptly reimburse us for such payments. Upon cancellation of this Agreement for any reason, any amounts due to us under this Section 5.11 shall be offset against any repayment of the Entrance Fee.

**5.11 Medicare and Health Insurance.** When age eligible, you are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility. You shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, or

should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified admission and stay in the Community Health Center or a Comparable Facility. If you are eligible to receive the thirty (30) annual days of care in the Community Health Center as provided in Section 5.4 and your stay in the Community Health Center is a Medicare-qualified stay, such thirty (30) annual days will be applied after the expiration of your Medicare-qualified stay providing you have Medicare Part A, Medicare Part B and acceptable supplemental health insurance or equivalent insurance coverage.

If you are not eligible for Medicare, you shall maintain health insurance coverage acceptable to us and shall furnish us with evidence of such coverage upon our request. Should your health insurance not fully cover your stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each admission and stay in the Community Health Center or a Comparable Facility.

If failure to maintain Medicare Part A, Medicare Part B, supplemental health insurance or other health insurance coverage causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as outlined in Section 7.1, and we retain the right to revoke your right to reside at the Community and cancel the Residency Agreement as provided in Section 9.

**5.12 Managed Care.** If you have chosen to participate in a managed care pro-

gram as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms of this Agreement governing nursing care will include the following provisions:

**5.12.1 Participating Provider.** If the Community Health Center is a participating provider with your managed care program and your stay is a Medicare-qualified stay, the Community agrees to be reimbursed at the rate negotiated with your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.2 Not a Participating Provider.** If the Community Health Center is not an approved participating provider with your managed care program and you choose to receive health care services at a managed care participating provider, then you agree that you must relocate for as long as necessary for those services to be provided, and be responsible for all charges for health care services. In addition, while receiving health care services at the managed care participating provider, you agree that unless this Agreement is canceled, you will continue to pay the Monthly Fee for your Residence, unless your Residence has been surrendered to us. Such a stay at a managed care participating provider other than the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.3 Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and your stay is a Medicare-qualified stay, we will use our best effort to negotiate a reimbursement rate with

your managed care program. If we are able to negotiate an acceptable rate, we agree to accept as full payment the rate provided by your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.4 No Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and a negotiated rate is not agreed upon and you would still like to receive health care in the Community Health Center during a Medicare-qualified stay, then each day of your stay in the Community Health Center will reduce by one day the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4. During any such Medicare-qualified stay in the Community Health Center, you agree that you will continue to pay the Monthly Fee, unless your Residence has been surrendered to us, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment. If at any time during any such Medicare-qualified stay in the Community Health Center you are no longer eligible to receive any of the days of care provided for in Section 5.4, then you agree to pay the per diem rate for your care in the Community Health Center, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment, and the Monthly Fee for your Residence, unless your Residence has been surrendered to us.

**5.12.5 Post Medicare-Qualified Stay.** At the conclusion of each such Medicare-qualified stay, you will be

entitled to health care in the Community Health Center in accordance with the terms of this Agreement other than as provided in this Section 5.13, as adjusted to reflect any reduction during such stay in the number of days of care that you are eligible to receive without extra charge as provided in Section 5.4.

**5.13 Transfer to Hospital or Other Care Facility.** If we determine after consultation with your attending physician, your personal representative and you to the extent possible, that you need care beyond that which the Community Health Center is licensed to provide, you will be transferred to a hospital or other care facility. We shall not be responsible for any charges associated with the transfer and health care expenses or charges incurred by you after such a transfer. You shall continue to pay the Monthly Fee until your Residence is surrendered.

**5.14 Community Health Center Admission Agreement.** If you require care in the Community Health Center, you agree to enter into a separate Community Health Center Admission Agreement to be signed by you and us.

**5.15 Under Age 60.** If you are under the age of 60 when you occupy your Residence under this Agreement, you are not eligible to receive thirty (30) annual days of nursing care in the Community Health Center as described in Section 5.4 until you attain the age of 60. During this time, you will be entitled to Health Center Level Services at the then-current rate being charged to non-residents until age 60.

## **6. REPRESENTATIONS.**

**6.1 Our Representations.** We represent and warrant that we are a nonprofit corporation and that we do not propose to



operate at a profit. We are exempt from payment of Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. We are affiliated with The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina. The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina are not responsible for our financial or contractual obligations.

**6.2 Your Representations.** You represent and warrant that the representations made in the application for residency, your personal health history, and the confidential financial statement are true and correct and may be relied upon by us as a basis for your acceptance for residency at the Community. You also represent and warrant that you have not made any gift of your property in contemplation of the execution of this Agreement.

## **7. PROMISES.**

**7.1 Our Promises.** It is and shall be our declared policy to operate as a non-profit organization. We will not cancel this Agreement without just cause as specified in Section 9. Further, we shall not cancel this Agreement solely by reason of your financial inability to pay the full Monthly Fee or the per diem charge for care in the Community Health Center. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance, or other health insurance after assuming occupancy. You shall be permitted to remain at the Community for a reduced fee based on your ability to pay for as long as you establish facts to justify deferment of such charges and when deferment of such charges can, in our

sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis for the benefit of the residents.

**7.2 Your Promises.** You agree to comply with all policies and procedures of the Community as now existing or as hereafter amended; to pay the Entrance Fee, Monthly Fee, and any other charges as provided in this Agreement; to not impair your ability to meet the financial obligations under this Agreement by transferring assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance or other health insurance, without our consent, and to abide by all other terms of this Agreement.

## **8. CANCELLATION BY RESIDENT.**

**8.1 Right of Rescission.** Within thirty (30) days following the later of the execution of this Agreement by you or the receipt of a Disclosure Statement from us, you may rescind this Agreement by giving us written notice. You shall not be required to move into the Residence prior to the expiration of the thirty (30) day rescission period. Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.2.

**8.2 Cancellation Prior to Occupancy.** You may cancel this Agreement for any reason at any time before you move into the Community by giving us written notice signed by you (both of you in the case of Joint Residents). Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.3 or 10.4. If you die prior to occupying the Residence or if, on account of illness, injury or incapacity, you are precluded from occupying the Residence under the terms of this Agreement, this Agreement will automatically cancel. Repayment of the

Entrance Fee shall be as outlined in Section 10.3.

**8.3 Cancellation After Occupancy.** You may cancel this Agreement for any reason after moving into the Community by giving us thirty (30) days' prior written notice of cancellation, which shall be effective and irrevocable upon delivery. Cancellation shall occur thirty (30) days after written notice is delivered, and you must vacate the Residence within the thirty (30) days. You are obligated to pay the Monthly Fee during the thirty (30) days. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

**8.4 Cancellation Due to Death After Occupancy.** This Agreement will automatically cancel upon your death (the death of the surviving Resident in the case of Joint Residents). After such automatic cancellation, your personal representative will have thirty (30) days from the date of your death to remove your personal property from the Residence. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

## **9. CANCELLATION BY US.**

**9.1 Cancellation Upon Notice.** We may, upon notice and opportunity to cure as hereinafter provided, cancel this Agreement for just cause. Just cause shall include the occurrence of any of the following events (hereinafter referred to as a "Default"):

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us.

**9.1.2 Misrepresentation.** You misrepresent yourself or fail to disclose information during the residency process.

**9.1.3 Nonpayment.** You fail to pay any charges to us, subject to the provisions of Section 7.1, within sixty (60) days of the date when such charges are due.

**9.1.4 Threat to Health or Safety.** Your health status or behavior constitutes a substantial threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation or behavior that would result in physical damage to the property of others.

**9.1.5 Change in Condition.** There is a major change in your physical or mental condition and your condition cannot be cared for in the Community Health Center within the limits of our license.

**9.2 Default Notice.** Prior to cancellation for any Default described in Section 9.1.1, 9.1.2 or 9.1.3 above, we shall give you notice in writing of such Default, and you shall have at least thirty (30) days thereafter within which to correct such Default. No Default shall eliminate your obligation to pay the Monthly Fee until cancellation. If you correct such Default within such time, this Agreement shall not be canceled. If you fail to correct such Default within such time, this Agreement shall cancel at the expiration of such thirty (30) days.

In the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5 above, if we or the Medical Director determines that either the giving of notice of Default or the lapse of time as above provided might be detrimental to you or others, then such notice and/or waiting period prior to cancellation shall not be required. Also, in the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5, we are expressly authorized by you to transfer you to an appropriate hospital or other facility, and we

will promptly notify your personal representative or attending physician.

## **10. REPAYMENT OF ENTRANCE FEE.**

**10.1 Nonacceptance by Us.** If we do not accept you for residency at the Community, the full amount of the Entrance Fee you have paid will be promptly repaid to you, with interest.

**10.2 Right of Rescission.** If you rescind this Agreement as provided in Section 8.1, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days of our receipt of the written notice of rescission.

**10.3 Cancellation Prior to Occupancy Due to Death, Illness, Injury, Incapacity, or Change in Financial Condition.** If, prior to occupancy, you die or you cancel this Agreement because of illness, injury, incapacity, or change in your financial condition, you or your estate will receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.4 Cancellation Prior to Occupancy for Other Reasons.** If you cancel this Agreement for reasons other than those stated in Section 10.3 above, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.5 Cancellation After Occupancy.** In the event you or we cancel this Agreement after occupancy or in the event of your death (the death of the survivor in the case of Joint Residents), you or your estate will be reimbursed ninety-six percent (96%) of the total Entrance Fee paid upon residency, less an amount equal to two percent (2%) for each month of residency for up to twenty-three (23) months. Subject to our offset rights outlined in Section 10.6, the repayment of the Entrance Fee will not be less than fifty percent (50%). Such repayment will be paid, without interest, within sixty (60) days after your Residence has been reserved by a new resident and our receipt of the full amount of the Entrance Fee paid by such new resident. In the event your Residence is not reserved by a new resident, such repayment will be paid, without interest, within twenty-four (24) months from the date cancellation of your Residency Agreement becomes effective.

**10.6 Offset Against Entrance Fee Repayment.** In the event of cancellation of this Agreement after occupancy as described in Section 10.5 above, we will offset against any Entrance Fee repayment due to you the following:

**10.6.1** The amount of any Monthly Fees or other charges deferred by us on your behalf under Section 7.1; and

**10.6.2** Any health care expenses incurred on your behalf and other amounts payable to us, which remain unreimbursed; and

**10.6.3** Any charges incurred to restore the Residence to good condition, normal wear and tear excepted, as outlined in Section 4.11; and

**10.6.4** Any charges incurred as a result of non-standard features added to the Residence at your request as outlined in Exhibit A or in a separate addendum to this Agreement.

## **11. MISCELLANEOUS.**

**11.1 Nature of Rights.** You understand and agree that (i) this Agreement or your rights (including the use of the Residence) under it may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to receipt of the amounts described in Section 10; (ii) this Agreement and your contractual right to occupy the Community will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you a revocable right to occupy and use space in the Community but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement

grants to us complete decision-making authority regarding the management and operation of the Community.

**11.2 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain at your own expense insurance to protect against such losses.

**11.3 Amendment.** This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this Agreement shall be valid unless in writing and signed by you and us.

**11.4 Law Changes.** This Agreement may be modified by us at any time in order to comply with applicable laws or regulations. Further, we may change any part of the Community, including the Residence, to meet the requirements of any applicable law or regulation.

**11.5 Entire Agreement.** This Agreement and any addenda or amendments thereto contain our entire understanding with respect to your residency at the Community.

**11.6 Monthly Statement.** You shall receive a monthly statement from us showing the total amount of fees and other charges owed by you, which shall be paid by the tenth (10<sup>th</sup>) day of each month.

**11.7 Responsible Party for Business and Financial Decision Making.** Within sixty (60) days after assuming residency at the Community, you agree to execute and deliver to us a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial

decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and shall be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Community.

**11.8 Disposition of Furniture, Possessions, and Property.** Within sixty (60) days after the date of residency, you agree to make provision by will or otherwise for the disposition of all of your furniture, property, and possessions located on the premises of the Community.

**11.9 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, promises, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, promises, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**11.10 Notices.** Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the Executive Director of the Community at 700 South Holden Road; Greensboro, North Carolina 27407. Such notices shall be dated and signed.

Any notice required to be given to you shall be delivered to you at the Community or at such other place as you shall designate to us in writing. All notices mailed in accordance with this Section shall be deemed to be given when mailed whether or not they are actually received.

**11.11 Indemnity.** We will not be liable for and you agree to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission or that of your guests.

**11.12 Separability.** The invalidity of any restriction, condition or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**11.13 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering the Community, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender or lenders such further written evidence of such subordination as such lenders may reasonably require. Except to the extent of your obligation to pay the Monthly Fee and Second Person Monthly Fee, you shall not be liable for any such indebtedness.

**11.14 Capacity.** This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent or employee of ours shall have any personal liability hereunder to you under any circumstances. This Agreement will become effective upon acceptance and signature by us.

**11.15 Resident.** In the case of Joint Residents, the rights and obligations of each are joint and several except as the context of this Agreement otherwise requires.

**11.16 Reimbursement for Loss or Damage.** You or your responsible party, if applicable, agree to reimburse us for any loss or damage to the Community caused by your intentional, careless, or negligent acts or omissions or that of your guests.

**11.17 Reimbursement of Charges.** You agree to reimburse us for any charges we incur to collect any unpaid amounts you owe to us under this Agreement.

**11.18 Transfers.** We may sell or transfer our interest in the Community provided the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Community and its agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. Your signature hereto constitutes your consent and approval of any such future transaction.

**11.19 Private Employee of Resident.** If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency (personal service provider). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding personal service providers, and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in our policy. If you fail to follow or enforce the policies and rules set forth therein, then we may elect, at our sole option, to cancel this Agreement.

**11.20 Tax Considerations.** You should consult with your tax advisor regarding

the tax considerations associated with this Agreement.

**11.21 Management.** We have engaged the services of Life Care Services LLC to manage the Community. We are not affiliated with Life Care Services nor is Life Care Services responsible for our contractual or financial obligations or the contractual or financial obligations of the Community.

**11.22 Governing Law.** This Agreement will be governed, interpreted and construed according to the laws of the State of North Carolina.

**11.23 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 11.11, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Community, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**11.24 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement.

## **12. ARBITRATION.**

**12.1 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages for personal injury or wrongful death based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any

contract from requiring prior agreement of the parties to arbitrate alleged negligent health care claims. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**12.2 Arbitration for Other Claims.** You agree that any dispute, claim or controversy of any kind (except for those disputes, claims or controversies arising under Paragraph 12.1 above) between the parties arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in Guilford County, North Carolina in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Community, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

**12.3 Withdrawal of Agreement to Arbitrate.** You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to us.

**12.4 Binding Effect of Arbitration.** This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

**RESIDENT**

---

Witness

---

**RESIDENT**

---

Witness

Approved this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

**THE MASONIC AND EASTERN STAR  
HOME OF NORTH CAROLINA, INC.  
d/b/a WhiteStone: A Masonic & Eastern  
Star Community**

---

Printed Name of Authorized Representative

---

Signature of Authorized Representative

Attachment: Exhibit A



05/27/2015

J:\Complnc\WhiteStone\Agreements URM\Residency  
Agreements URM\50% Return of Capital Residency  
Agreement (2015-05-27).doc



**Exhibit A**

| <b>Non-Standard Features Added at Resident's Request:</b> | <b>Amount</b> |
|---|---------------|
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
| <b>Total of Non-Standard Features</b>                     | \$            |

**Initials** \_\_\_\_\_  
**Community**

\_\_\_\_\_  
**Resident(s)**

# **EXHIBIT 7**

## **90% Return-of-Capital™ Residency Agreement**



**700 South Holden Road  
Greensboro, North Carolina 27407  
(336) 299-0031**

**90% Return-of-Capital™  
Residency Agreement**

05/27/2015

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Exhibit A – Non-Standard Features Added at Resident's Request

**WHITESTONE: A MASONIC & EASTERN STAR COMMUNITY**  
**90% RETURN-OF-CAPITAL™**  
**RESIDENCY AGREEMENT**

**RECITALS:**

**A. Provider.** The Masonic and Eastern Star Home of North Carolina, Inc., a non-profit corporation (hereafter "we" or "us" or "our"), is the provider of a continuing care retirement community known as WhiteStone: A Masonic & Eastern Star Community (the "Community") located in Greensboro, North Carolina.

**B. Resident.** \_\_\_\_\_ ("Resident" or "you" or "your", or when two people ("Joint Residents") are named in this Agreement, each of them and the survivor of them, except as otherwise indicated) wishes to live at the Community and to enjoy, consistent with the rights, welfare and contentment of the other residents, the facilities and services provided by the Community.

**C. Requirements for Residency.** Except as waived by us after full disclosure, we require that Resident be at least sixty (60) years of age or applying for the same Residence with a Joint Resident who is sixty (60) or older, be capable of meeting the requirements of occupancy with or without reasonable accommodation and/or reasonable modification, and have sufficient assets and income, all as are specified in our Residency Policy.

**NOW, THEREFORE,** this Agreement is made and entered into between us and Resident as a commitment by Resident and us to the terms and conditions hereinafter set forth.

**1. THE RESIDENCE.** We agree to make available to you, for as long as you live and subject to the terms of this Agreement, a room, studio, apartment or cottage at the Community described as follows: \_\_\_\_\_, \_\_\_\_\_ no. \_\_\_\_\_ (hereafter "Residence"), and to provide, for your lifetime, the services and amenities described in Section 3.1 below. You may select certain options and custom features in the Residence at an extra charge, which shall not be subject to any repayment provision herein. Any such options and custom features selected and paid for by you will become our property. Such options and custom features must be approved by the Executive Director of the Community prior to adding them to the Residence. The Executive Director of the Community has consented to your request to add the non-standard features set forth on Exhibit A to the Residence, and you agree to pay the amount(s) set forth on Exhibit A to cover the additional charges for these features.

**2. CHARGES FOR RESIDENCE AND PRIMARY SERVICES.**

**2.1 Application Fee.** Prior to or upon execution of this Agreement, you will pay to us an Application Fee of \$ \_\_\_\_\_. The Application Fee will be used by us to process your application for residency and is non-refundable.

**2.2 Entrance Fee.** In order to reside at the Community for life, subject to this Agreement, and to receive the services described below, you agree to pay to us (in

addition to the Monthly Fee described below) an Entrance Fee in the amount of \$\_\_\_\_\_. The total amount of the Entrance Fee shall be payable as follows:

**2.2.1** Ten percent (10%) of the total Entrance Fee or \$\_\_\_\_\_ is due and payable upon your execution of this Agreement.

**2.2.2** The balance of \$\_\_\_\_\_ of the Entrance Fee shall be paid on the date of occupancy at the Community but in no event later than ninety (90) days after your execution of this Agreement.

**2.3 Monthly Fee.** You are obligated to begin paying a Monthly Fee (or a pro rata portion thereof) on the date you assume occupancy at the Community or within ninety (90) days from the date this Agreement is executed by you, whichever is earlier. Thereafter, the Monthly Fee shall be paid by the tenth (10<sup>th</sup>) day of each month during the term of this Agreement. The Monthly Fee is initially set at a specific amount that can be increased as described in Section 2.6 below. A "Second Person Monthly Fee" shall become part of the Monthly Fee and shall be paid if two persons are Joint Residents under this Agreement. If there are Joint Residents under this Agreement and one Joint Resident dies, the Second Person Monthly Fee shall cease and the remaining Resident shall continue to pay the Monthly Fee without the Second Person Monthly Fee component.

**2.4 Initial Monthly Fee.** The initial Monthly Fee payable by you is \$\_\_\_\_\_ per month and an additional \$\_\_\_\_\_ per month as a Second Person Monthly Fee component of the

Monthly Fee if two persons reside as Joint Residents pursuant to this Agreement.

**2.5 Continuance of Monthly Fee.** The Monthly Fee will continue until (i) your death (in the case of Joint Residents, the death of the surviving Resident), or (ii) surrender of your Residence due to your permanent assignment to Health Center Level Services (as defined in Section 5.1), or (iii) the cancellation of this Agreement as outlined in Sections 8 and 9. If this Agreement is canceled on a date other than the last day of the month, the amount of the Monthly Fee shall be prorated to the date of cancellation. If you have paid more than the prorated Monthly Fee, we will repay the excess amount to you within thirty (30) days after the date of cancellation.

**2.6 Increase in Monthly Fee.** The Monthly Fee is paid to us to provide the services and amenities described in this Agreement, and is intended to meet the expenses associated with the operation of the Community. We may increase the Monthly Fee (which includes the Second Person Monthly Fee where applicable) upon thirty (30) days' written notice if we, in our sole discretion, deem it necessary to meet the financial needs of the Community or to provide services to the Residents.

**2.7 Reduction in Monthly Fee Due to Absence.** If you are absent from the Community for more than seven (7) consecutive days, you will be eligible for a Monthly Fee credit equivalent to the costs of meals paid for and not consumed. You are required to notify us in advance of your absence in order to qualify for the Monthly Fee credit.

**2.8 Reserve Funds.** The amount of the Monthly Fee is and will continue to be



affected by our policy of maintaining reserve funds for the financial security of the Community.

**2.9 Late Payment Charge.** We may charge a one percent (1%) late payment charge per month on any Monthly Fees or extra charges that have not been paid within thirty (30) days of receipt of a monthly statement from us.

### **3. DESCRIPTION OF PRIMARY AND SUPPLEMENTAL SERVICES.**

**3.1 Services Provided for the Monthly Fee.** We will provide you, in consideration for the Monthly Fee referred to above, the following services and amenities at the Community:

- As of the date you executed this Agreement the monthly Dining Allocation is \$ \_\_\_\_\_ per month. Each Resident will receive the monthly Dining Allocation as part of the Monthly Fee and Second Person Monthly Fee, to be applied toward dining charges in the main dining room, other designated dining areas, or for other food and beverage services. This Dining Allocation may be expended by you, or with your permission, your guests. Each month, you will be charged for any dining charges in excess of your Dining Allocation. Any unused Dining Allocation at the end of a month can be carried over up to thirty (30) days, but will expire after such thirty (30) days. Your monthly Dining Allocation will be adjusted annually to reflect changes in food service expenses;
- Water, sewer, air conditioning, heating, electricity, trash removal, and municipal services. The Resident is responsible for the charges related to telephone, and cable or satellite television reception;

- Access to one unassigned parking stall (other spaces, if available, may be provided for an additional fee);
- Building and grounds maintenance;
- Weekly housekeeping service;
- Availability of laundry facilities so that you may wash and dry personal laundry;
- Planned activities -- social, educational, cultural, recreational, and spiritual -- for those who wish to participate;
- Services of an activities director;
- Use of the Community's common areas and amenities during scheduled hours -- central dining room, chapel, library, mail boxes, lounges, arts and crafts room, exercise areas, community garden, dog park, fellowship hall, and woodworking shop;
- Carpeting (except in the kitchen and bath where there is other floor covering);
- A kitchen, including refrigerator with icemaker, range/oven, garbage disposal, dishwasher, and microwave;
- Local transportation scheduled by us;
- Twenty-four (24) hour emergency call monitoring in your Residence by nursing staff;
- Guest parking areas;
- Fire detection system;
- Security for buildings and grounds;
- Health Center Level Services, for thirty (30) free annual days of care (see Section 5 for additional details).

**3.2 Supplemental Services Provided for an Extra Charge.** Supplemental services, when available, will be provided at extra charge and are described below:

- Additional meals in the dining room over those provided in consideration for the Monthly Fee;
- Guest accommodations, if available;
- Certain other supplies and services such as medicine, drugs, prescribed therapy,

Health Center Medical Director, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment;

- Other optional services related or unrelated to care in the Health Center as approved by us;
- Personal laundry service;
- Guest meals;
- Additional housekeeping services;
- Special events transportation;
- Extended dietician services when ordered by your attending physician or dietician services not ordered by your attending physician;
- Tray service to your Residence when ordered by your attending physician, the Health Center Medical Director, the Health Center director of nursing, assistance-in-living director or resident services director;
- Health Center Level Services beyond the thirty (30) free annual days of care.

#### **4. TERMS OF RESIDENCY.**

**4.1 Use of the Residence.** The Residence is for living only and will not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and grants you only a lifetime use of the Residence and other facilities of the Community and to available services, subject to the terms and conditions of this Agreement.

**4.2 Duration of Your Right to Occupy the Residence.** You may reside in your Residence for as long as you (or either of you in the case of Joint Residents) live unless you (both of you in the case of Joint Residents) are not capable of occupancy as set forth in our Residency Policy, or this Agreement is canceled by you or by us. A copy of our current Residency Policy, outlining the age,

health and financial requirements for residency, is available for review in the Community Marketing Office. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that assisted living, skilled nursing care, or specialized care for dementia or related disorders be given, you will be requested to relocate to the Community Health Center where we are licensed to provide such care.

#### **4.3 Occupants of the Residence.**

Except as hereinafter provided, no person other than you (both of you in the case of Joint Residents) may occupy the Residence. In the event that a second person who is not a party to this Agreement is accepted for residency in the Residence at a time subsequent to the date hereof (said acceptance to be in accordance with our current Residency Policy), an Entrance Fee in an amount to be determined by us (which will be no more than one-half of the then-current Entrance Fee for the Residence) shall be paid upon residency, and each month thereafter, the then-current Second Person Monthly Fee shall be paid as part of the Monthly Fee. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than thirty (30) days, except with our express written approval.

If the Resident marries a person who is also a resident of the Community, and should they decide to occupy one residence as Joint Residents, they must declare which residence will be occupied and which residence will be surrendered. The repayment due for the surrendered residence, if any, will be provided pursuant to the Entrance Fee repayment terms in the residency agreement of the surrendered residence.

**4.4 Guests.** Guests are welcome to stay in your Residence for short stays not to exceed ten (10) consecutive days. Such stay shall not, in the opinion of the Executive Director, adversely affect the operation of the Community or be inconsistent with the welfare of other residents.

**4.5 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from such liability.

**4.6 Insurance.** You are required at your own expense to carry personal property insurance and liability insurance. If requested by us, you agree to provide us with proof of such insurance coverage.

**4.7 Removal and Storage of Resident's Personal Property.** Your personal property must be removed from the Residence within thirty (30) days following any of the following dates: (i) the date of your death (if Joint Residents, the date of death of the surviving Resident), (ii) the date notice of cancellation is delivered by you or us pursuant to Section 8 or 9, or (iii) the date notice is delivered to you of your permanent assignment or transfer to the Community Health Center or a Comparable Facility for Health Center Level Services (see definitions in Sections 5.1 and 5.2). If your personal property has not been removed from the Residence within such thirty (30) day period, then we may, in our sole discretion, either charge you an additional Monthly Fee for each month thereafter during which such personal property remains in the Residence or remove and store such personal property at the expense and risk of you or your estate. In the event of your death, while you are a resident of the Community under this Agreement, only the executor(s) named in

your Will will be allowed to remove or dispose of your furnishings and belongings in your living accommodation and any related storage areas at the Community. Members of your family or those to whom you have granted Power of Attorney will not be allowed access to your personal property after your death, unless they are the executor(s) named in your Will.

**4.8 Furnishings.** Furnishings within the Residence provided by you shall not be such as to interfere with the health, safety or general welfare of you, other residents, or others.

**4.9 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health and safety or the health and safety of other residents. If relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another residence within the Community, or to the Community Health Center or a Comparable Facility (as defined in Section 5.2) for the protection of your health or safety or for the health or safety of the other residents of the Community.

**4.10 Alterations by You.** You may not undertake any alterations to your Residence without our prior written approval, as set forth in a separate addendum to this Agreement.

**4.11 Condition of Residence.** Upon vacating the Residence, you agree to leave it in good condition, except for normal wear and tear. You shall be liable to us for any charges incurred to restore your Residence to good condition, normal wear and tear excepted.

**4.12 Rights of Second Single Resident.** When two Joint Residents reside in a single Residence under this Agreement, upon the death or permanent assignment of one Resident to the Community Health Center Level Services, or other inability to continue residing in the Residence, the remaining Resident may continue to reside in the Residence under the terms of this Agreement and shall pay the Monthly Fee.

## **5. THE COMMUNITY HEALTH CENTER.**

**5.1 Description.** The Community Health Center is the portion of the Community which is licensed to provide assisted living, skilled nursing care, and specialized care for dementia or related disorders (collectively "Health Center Level Services"). The Community Health Center is staffed by licensed nursing personnel 24 hours a day.

**5.2 Alternate Accommodations.** You will be given priority over non-residents for admission to the Community Health Center. In the event the Community Health Center is fully occupied when you are determined appropriate for admission, you agree to relocate to an alternate health care facility that provides services similar to the Community Health Center (a "Comparable Facility"). Upon your relocation to a Comparable Facility, you shall continue to be responsible for the Monthly Fee (unless your Residence is surrendered). We will not be responsible for the charges associated with the Comparable Facility.

**5.3 Thirty (30) Annual Days of Nursing Care in the Community Health Center.** You are eligible to receive thirty (30) annual days of nursing care (non-cumulative) in the Community Health Center (while you

are a resident of your Residence), without paying the Health Center per diem charge. In the case of Joint Residents, each of you will receive thirty (30) annual days, but the days cannot be combined and used by only one of you, and unused days cannot be carried over to subsequent years. You are required to pay any charges for physician services and any additional health services as outlined in Section 5.10. Once you are permanently assigned to the Health Center, you no longer qualify for the thirty (30) annual days.

**5.4 Transfer to Health Center Level Services.** In the event your physical or mental health is determined by us to be appropriate for Health Center Level Services, you agree to relocate to the Community Health Center or a Comparable Facility. Such a determination will be made by us after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.5 Temporary Assignment to the Community Health Center.** In the event you require temporary care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.4, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. In addition, you will continue to pay the Monthly Fee for your Residence.

**5.6 Permanent Assignment to Health Center Level Services.** In the event you require permanent care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.4, you will pay the per diem charge applicable to the level of care needed by you, as well as the

charges for physician services and any additional health services as outlined in Section 5.10. If you are determined appropriate for Health Center Level Services, and are admitted or relocated to the Community Health Center or a Comparable Facility, you will be required to surrender the Residence to us. We shall have the right to reassign the Residence for occupancy by others except as provided in Section 4.12. Release of the Residence due to your permanent assignment to the Community Health Center or to a Comparable Facility does not qualify you for reimbursement of the Entrance Fee, unless this Agreement is canceled.

Once the Residence is surrendered, you will no longer be obligated to pay the Monthly Fee for the Residence.

**5.7 Relocation within the Community Health Center.** We reserve the right to relocate you to a different level of care within the Community Health Center if you require such care. Such relocation will be made after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.8 Return to Residence.** If we subsequently determine, in consultation with your attending physician, your personal representative and you to the extent possible, that you can resume occupancy in a residence equivalent to the residence you previously occupied, you shall have the right to relocate to such equivalent residence as soon as one is available. Upon reoccupying a residence, your Monthly Fee will be based on the then-current Monthly Fee for the residence.

**5.9 Medical Director, Attending Physician, and Additional Health Services.**

We have designated a licensed physician to serve as Medical Director of the Community Health Center. You are required to have a local attending physician. You may engage the services of the Medical Director at your expense. We will not be responsible for the charges for medical treatment or services by the Medical Director or your attending physician, nor will we be responsible for the charges for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment.

**5.10 Advanced Charges for Medical Treatment.** In the event we incur or advance payment for your medical treatment or for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment (even in the event such medical care is given at the direction of your attending physician or the Medical Director without your prior approval), you shall promptly reimburse us for such payments. Upon cancellation of this Agreement for any reason, any amounts due to us under this Section 5.11 shall be offset against any repayment of the Entrance Fee.

**5.11 Medicare and Health Insurance.** When age eligible, you are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility. You shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Community

Health Center or a Comparable Facility, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified admission and stay in the Community Health Center or a Comparable Facility. If you are eligible to receive the thirty (30) annual days of care in the Community Health Center as provided in Section 5.4 and your stay in the Community Health Center is a Medicare-qualified stay, such thirty (30) annual days will be applied after the expiration of your Medicare-qualified stay providing you have Medicare Part A, Medicare Part B and acceptable supplemental health insurance or equivalent insurance coverage.

If you are not eligible for Medicare, you shall maintain health insurance coverage acceptable to us and shall furnish us with evidence of such coverage upon our request. Should your health insurance not fully cover your stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each admission and stay in the Community Health Center or a Comparable Facility.

If failure to maintain Medicare Part A, Medicare Part B, supplemental health insurance or other health insurance coverage causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as outlined in Section 7.1, and we retain the right to revoke your right to reside at the Community and cancel the Residency Agreement as provided in Section 9.

**5.12 Managed Care.** If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms of this Agreement governing nursing care will include the following provisions:

**5.12.1 Participating Provider.** If the Community Health Center is a participating provider with your managed care program and your stay is a Medicare-qualified stay, the Community agrees to be reimbursed at the rate negotiated with your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.2 Not a Participating Provider.** If the Community Health Center is not an approved participating provider with your managed care program and you choose to receive health care services at a managed care participating provider, then you agree that you must relocate for as long as necessary for those services to be provided, and be responsible for all charges for health care services. In addition, while receiving health care services at the managed care participating provider, you agree that unless this Agreement is canceled, you will continue to pay the Monthly Fee for your Residence, unless your Residence has been surrendered to us. Such a stay at a managed care participating provider other than the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.3 Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and your stay is a

Medicare-qualified stay, we will use our best effort to negotiate a reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we agree to accept as full payment the rate provided by your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.4 No Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and a negotiated rate is not agreed upon and you would still like to receive health care in the Community Health Center during a Medicare-qualified stay, then each day of your stay in the Community Health Center will reduce by one day the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4. During any such Medicare-qualified stay in the Community Health Center, you agree that you will continue to pay the Monthly Fee, unless your Residence has been surrendered to us, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment. If at any time during any such Medicare-qualified stay in the Community Health Center you are no longer eligible to receive any of the days of care provided for in Section 5.4, then you agree to pay the per diem rate for your care in the Community Health Center, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment, and the Monthly Fee for your Residence, unless your Residence has been surrendered to us.

**5.12.5 Post Medicare-Qualified Stay.** At the conclusion of each such Medicare-qualified stay, you will be entitled to health care in the Community Health Center in accordance with the terms of this Agreement other than as provided in this Section 5.13, as adjusted to reflect any reduction during such stay in the number of days of care that you are eligible to receive without extra charge as provided in Section 5.4.

**5.13 Transfer to Hospital or Other Care Facility.** If we determine after consultation with your attending physician, your personal representative and you to the extent possible, that you need care beyond that which the Community Health Center is licensed to provide, you will be transferred to a hospital or other care facility. We shall not be responsible for any charges associated with the transfer and health care expenses or charges incurred by you after such a transfer. You shall continue to pay the Monthly Fee until your Residence is surrendered.

**5.14 Community Health Center Admission Agreement.** If you require care in the Community Health Center, you agree to enter into a separate Community Health Center Admission Agreement to be signed by you and us.

**5.15 Under Age 60.** If you are under the age of 60 when you occupy your Residence under this Agreement, you are not eligible to receive thirty (30) annual days of nursing care in the Community Health Center as described in Section 5.4 until you attain the age of 60. During this time, you will be entitled to Health Center Level Services at the then-current rate being charged to non-residents until age 60.

## **6. REPRESENTATIONS.**

**6.1 Our Representations.** We represent and warrant that we are a nonprofit corporation and that we do not propose to operate at a profit. We are exempt from payment of Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. We are affiliated with The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina. The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina are not responsible for our financial or contractual obligations.

**6.2 Your Representations.** You represent and warrant that the representations made in the application for residency, your personal health history, and the confidential financial statement are true and correct and may be relied upon by us as a basis for your acceptance for residency at the Community. You also represent and warrant that you have not made any gift of your property in contemplation of the execution of this Agreement.

## **7. PROMISES.**

**7.1 Our Promises.** It is and shall be our declared policy to operate as a nonprofit organization. We will not cancel this Agreement without just cause as specified in Section 9. Further, we shall not cancel this Agreement solely by reason of your financial inability to pay the full Monthly Fee or the per diem charge for care in the Community Health Center. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance, or other health insurance after assuming occupancy. You shall be permitted to remain at the Community for a reduced fee based on

your ability to pay for as long as you establish facts to justify deferment of such charges and when deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis for the benefit of the residents.

**7.2 Your Promises.** You agree to comply with all policies and procedures of the Community as now existing or as hereafter amended; to pay the Entrance Fee, Monthly Fee, and any other charges as provided in this Agreement; to not impair your ability to meet the financial obligations under this Agreement by transferring assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance or other health insurance, without our consent, and to abide by all other terms of this Agreement.

## **8. CANCELLATION BY RESIDENT.**

**8.1 Right of Rescission.** Within thirty (30) days following the later of the execution of this Agreement by you or the receipt of a Disclosure Statement from us, you may rescind this Agreement by giving us written notice. You shall not be required to move into the Residence prior to the expiration of the thirty (30) day rescission period. Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.2.

**8.2 Cancellation Prior to Occupancy.** You may cancel this Agreement for any reason at any time before you move into the Community by giving us written notice signed by you (both of you in the case of Joint Residents). Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.3 or 10.4. If you die prior to occupying the Residence or if, on account of illness, injury or incapacity, you are precluded



from occupying the Residence under the terms of this Agreement, this Agreement will automatically cancel. Repayment of the Entrance Fee shall be as outlined in Section 10.3.

**8.3 Cancellation After Occupancy.** You may cancel this Agreement for any reason after moving into the Community by giving us thirty (30) days' prior written notice of cancellation, which shall be effective and irrevocable upon delivery. Cancellation shall occur thirty (30) days after written notice is delivered, and you must vacate the Residence within the thirty (30) days. You are obligated to pay the Monthly Fee during the thirty (30) days. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

**8.4 Cancellation Due to Death After Occupancy.** This Agreement will automatically cancel upon your death (the death of the surviving Resident in the case of Joint Residents). After such automatic cancellation, your personal representative will have thirty (30) days from the date of your death to remove your personal property from the Residence. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

## **9. CANCELLATION BY US.**

**9.1 Cancellation Upon Notice.** We may, upon notice and opportunity to cure as hereinafter provided, cancel this Agreement for just cause. Just cause shall include the occurrence of any of the following events (hereinafter referred to as a "Default"):

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us.

### **9.1.2 Misrepresentation.**

You misrepresent yourself or fail to disclose information during the residency process.

### **9.1.3 Nonpayment.**

You fail to pay any charges to us, subject to the provisions of Section 7.1, within sixty (60) days of the date when such charges are due.

### **9.1.4 Threat to Health or Safety.**

Your health status or behavior constitutes a substantial threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation or behavior that would result in physical damage to the property of others.

### **9.1.5 Change in Condition.**

There is a major change in your physical or mental condition and your condition cannot be cared for in the Community Health Center within the limits of our license.

**9.2 Default Notice.** Prior to cancellation for any Default described in Section 9.1.1, 9.1.2 or 9.1.3 above, we shall give you notice in writing of such Default, and you shall have at least thirty (30) days thereafter within which to correct such Default. No Default shall eliminate your obligation to pay the Monthly Fee until cancellation. If you correct such Default within such time, this Agreement shall not be canceled. If you fail to correct such Default within such time, this Agreement shall cancel at the expiration of such thirty (30) days.

In the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5 above, if we or the Medical Director determines that either the giving of notice of Default or the lapse of time as above provided might be detrimental to you or others, then such notice and/or waiting period prior to cancellation shall not be required. Also, in the

event of the occurrence of a Default described in Section 9.1.4 or 9.1.5, we are expressly authorized by you to transfer you to an appropriate hospital or other facility, and we will promptly notify your personal representative or attending physician.

## **10. REPAYMENT OF ENTRANCE FEE.**

**10.1 Nonacceptance by Us.** If we do not accept you for residency at the Community, the full amount of the Entrance Fee you have paid will be promptly repaid to you, with interest.

**10.2 Right of Rescission.** If you rescind this Agreement as provided in Section 8.1, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days of our receipt of the written notice of rescission.

**10.3 Cancellation Prior to Occupancy Due to Death, Illness, Injury, Incapacity, or Change in Financial Condition.** If, prior to occupancy, you die or you cancel this Agreement because of illness, injury, incapacity, or change in your financial condition, you or your estate will receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such

repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.4 Cancellation Prior to Occupancy for Other Reasons.** If you cancel this Agreement for reasons other than those stated in Section 10.3 above, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.5 Cancellation After Occupancy.** In the event you or we cancel this Agreement after occupancy or in the event of your death (the death of the survivor in the case of Joint Residents), you or your estate will be reimbursed ninety-six percent (96%) of the total Entrance Fee paid upon residency, less an amount equal to two percent (2%) for each month of residency for up to three (3) months. Subject to our offset rights outlined in Section 10.6, the repayment of the Entrance Fee will not be less than ninety percent (90%). Such repayment will be paid, without interest, within sixty (60) days after your Residence has been reserved by a new resident and our receipt of the full amount of the Entrance Fee paid by such new resident. In the event your Residence is not reserved by a new resident, such repayment will be paid, without interest, within twenty-four (24) months from the date cancellation of your Residency Agreement becomes effective.

**10.6 Offset Against Entrance Fee Repayment.** In the event of cancellation of this Agreement after occupancy as described

in Section 10.5 above, we will offset against any Entrance Fee repayment due to you the following:

**10.6.1** The amount of any Monthly Fees or other charges deferred by us on your behalf under Section 7.1; and

**10.6.2** Any health care expenses incurred on your behalf and other amounts payable to us, which remain unreimbursed; and

**10.6.3** Any charges incurred to restore the Residence to good condition, normal wear and tear excepted, as outlined in Section 4.11; and

**10.6.4** Any charges incurred as a result of non-standard features added to the Residence at your request as outlined in Exhibit A or in a separate addendum to this Agreement.

## **11. MISCELLANEOUS.**

**11.1 Nature of Rights.** You understand and agree that (i) this Agreement or your rights (including the use of the Residence) under it may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to receipt of the amounts described in Section 10; (ii) this Agreement and your contractual right to occupy the Community will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you a revocable right to occupy and use space in the Community but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as

provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of the Community.

**11.2 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain at your own expense insurance to protect against such losses.

**11.3 Amendment.** This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this Agreement shall be valid unless in writing and signed by you and us.

**11.4 Law Changes.** This Agreement may be modified by us at any time in order to comply with applicable laws or regulations. Further, we may change any part of the Community, including the Residence, to meet the requirements of any applicable law or regulation.

**11.5 Entire Agreement.** This Agreement and any addenda or amendments thereto contain our entire understanding with respect to your residency at the Community.

**11.6 Monthly Statement.** You shall receive a monthly statement from us showing the total amount of fees and other charges owed by you, which shall be paid by the tenth (10<sup>th</sup>) day of each month.

**11.7 Responsible Party for Business and Financial Decision Making.** Within sixty (60) days after assuming residency at the

Community, you agree to execute and deliver to us a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and shall be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Community.

**11.8 Disposition of Furniture, Possessions, and Property.** Within sixty (60) days after the date of residency, you agree to make provision by will or otherwise for the disposition of all of your furniture, property, and possessions located on the premises of the Community.

**11.9 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, promises, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, promises, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**11.10 Notices.** Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the Executive Director of the Community at 700 South Holden Road; Greensboro, North Carolina 27407. Such notices shall be dated and signed.

Any notice required to be given to you shall be delivered to you at the Community or at such other place as you shall designate to us in writing. All notices mailed in accordance

with this Section shall be deemed to be given when mailed whether or not they are actually received.

**11.11 Indemnity.** We will not be liable for and you agree to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission or that of your guests.

**11.12 Separability.** The invalidity of any restriction, condition or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**11.13 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering the Community, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender or lenders such further written evidence of such subordination as such lenders may reasonably require. Except to the extent of your obligation to pay the Monthly Fee and Second Person Monthly Fee, you shall not be liable for any such indebtedness.

**11.14 Capacity.** This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent or employee of ours shall have any personal liability hereunder to you under any circumstances. This Agreement will become effective upon acceptance and signature by us.

**11.15 Resident.** In the case of Joint Residents, the rights and obligations of each are joint and several except as the context of this Agreement otherwise requires.

**11.16 Reimbursement for Loss or Damage.** You or your responsible party, if applicable, agree to reimburse us for any loss or damage to the Community caused by your intentional, careless, or negligent acts or omissions or that of your guests.

**11.17 Reimbursement of Charges.** You agree to reimburse us for any charges we incur to collect any unpaid amounts you owe to us under this Agreement.

**11.18 Transfers.** We may sell or transfer our interest in the Community provided the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Community and its agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. Your signature hereto constitutes your consent and approval of any such future transaction.

**11.19 Private Employee of Resident.** If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency (personal service provider). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding personal service providers, and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in our policy. If you fail to follow or enforce the policies and

rules set forth therein, then we may elect, at our sole option, to cancel this Agreement.

**11.20 Tax Considerations.** You should consult with your tax advisor regarding the tax considerations associated with this Agreement.

**11.21 Management.** We have engaged the services of Life Care Services LLC to manage the Community. We are not affiliated with Life Care Services nor is Life Care Services responsible for our contractual or financial obligations or the contractual or financial obligations of the Community.

**11.22 Governing Law.** This Agreement will be governed, interpreted and construed according to the laws of the State of North Carolina.

**11.23 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 11.11, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Community, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**11.24 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement.

## **12. ARBITRATION.**

**12.1 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages for personal injury or wrongful death based on alleged negligence in

the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any contract from requiring prior agreement of the parties to arbitrate alleged negligent health care claims. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**12.2 Arbitration for Other Claims.** You agree that any dispute, claim or controversy of any kind (except for those disputes, claims or controversies arising under Paragraph 12.1 above) between the parties arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in Guilford County, North Carolina in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Community, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

**12.3 Withdrawal of Agreement to Arbitrate.** You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to us.

**12.4 Binding Effect of Arbitration.** This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
Witness

Approved this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

**THE MASONIC AND EASTERN STAR  
HOME OF NORTH CAROLINA, INC.  
d/b/a WhiteStone: A Masonic & Eastern  
Star Community**

---

Printed Name of Authorized Representative

---

Signature of Authorized Representative

Attachment: Exhibit A



05/27/2015

J:\Complnc\WhiteStone\Agreements URM\Residency  
Agreements URM\90% Return of Capital Residency  
Agreement (2015-05-27).doc

**Exhibit A**

| <b>Non-Standard Features Added at Resident's Request:</b> | <b>Amount</b> |
|---|---------------|
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
| <b>Total of Non-Standard Features</b>                     | \$            |

**Initials** \_\_\_\_\_  
**Community**

\_\_\_\_\_  
**Resident(s)**



# **EXHIBIT 8**

## **Traditional Residency Agreement**



**700 South Holden Road  
Greensboro, North Carolina 27407  
(336) 299-0031**

## **Traditional Residency Agreement**

05/27/2015

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Exhibit A – Non-Standard Features Added at Resident's Request

**WHITESTONE: A MASONIC & EASTERN STAR COMMUNITY  
TRADITIONAL  
RESIDENCY AGREEMENT**

**RECITALS:**

**A. Provider.** The Masonic and Eastern Star Home of North Carolina, Inc., a non-profit corporation (hereafter "we" or "us" or "our"), is the provider of a continuing care retirement community known as WhiteStone: A Masonic & Eastern Star Community (the "Community") located in Greensboro, North Carolina.

**B. Resident.** \_\_\_\_\_ ("Resident" or "you" or "your", or when two people ("Joint Residents") are named in this Agreement, each of them and the survivor of them, except as otherwise indicated) wishes to live at the Community and to enjoy, consistent with the rights, welfare and contentment of the other residents, the facilities and services provided by the Community.

**C. Requirements for Residency.** Except as waived by us after full disclosure, we require that Resident be at least sixty (60) years of age or applying for the same Residence with a Joint Resident who is sixty (60) or older, be capable of meeting the requirements of occupancy with or without reasonable accommodation and/or reasonable modification, and have sufficient assets and income, all as are specified in our Residency Policy.

**NOW, THEREFORE,** this Agreement is made and entered into between us and Resident as a commitment by Resident and us to the terms and conditions hereinafter set forth.

**1. THE RESIDENCE.** We agree to make available to you, for as long as you live and subject to the terms of this Agreement, a room, studio, apartment or cottage at the Community described as follows: \_\_\_\_\_, \_\_\_\_\_ no. \_\_\_\_\_ (hereafter "Residence"), and to provide, for your lifetime, the services and amenities described in Section 3.1 below. You may select certain options and custom features in the Residence at an extra charge, which shall not be subject to any repayment provision herein. Any such options and custom features selected and paid for by you will become our property. Such options and custom features must be approved by the Executive Director of the Community prior to adding them to the Residence. The Executive Director of the Community has consented to your request to add the non-standard features set forth on Exhibit A to the Residence, and you agree to pay the amount(s) set forth on Exhibit A to cover the additional charges for these features.

**2. CHARGES FOR RESIDENCE AND PRIMARY SERVICES.**

**2.1 Application Fee.** Prior to or upon execution of this Agreement, you will pay to us an Application Fee of \$\_\_\_\_\_. The Application Fee will be used by us to process your application for residency and is non-refundable.

**2.2 Entrance Fee.** In order to reside at the Community for life, subject to this Agreement, and to receive the services described below, you agree to pay to us (in

addition to the Monthly Fee described below) an Entrance Fee in the amount of \$\_\_\_\_\_. The total amount of the Entrance Fee shall be payable as follows:

**2.2.1** Ten percent (10%) of the total Entrance Fee or \$\_\_\_\_\_ is due and payable upon your execution of this Agreement.

**2.2.2** The balance of \$\_\_\_\_\_ of the Entrance Fee shall be paid on the date of occupancy at the Community but in no event later than ninety (90) days after your execution of this Agreement.

**2.3 Monthly Fee.** You are obligated to begin paying a Monthly Fee (or a pro rata portion thereof) on the date you assume occupancy at the Community or within ninety (90) days from the date this Agreement is executed by you, whichever is earlier. Thereafter, the Monthly Fee shall be paid by the tenth (10<sup>th</sup>) day of each month during the term of this Agreement. The Monthly Fee is initially set at a specific amount that can be increased as described in Section 2.6 below. A "Second Person Monthly Fee" shall become part of the Monthly Fee and shall be paid if two persons are Joint Residents under this Agreement. If there are Joint Residents under this Agreement and one Joint Resident dies, the Second Person Monthly Fee shall cease and the remaining Resident shall continue to pay the Monthly Fee without the Second Person Monthly Fee component.

**2.4 Initial Monthly Fee.** The initial Monthly Fee payable by you is \$\_\_\_\_\_ per month and an additional \$\_\_\_\_\_ per month as a Second Person Monthly Fee component of the

Monthly Fee if two persons reside as Joint Residents pursuant to this Agreement.

**2.5 Continuance of Monthly Fee.** The Monthly Fee will continue until (i) your death (in the case of Joint Residents, the death of the surviving Resident), or (ii) surrender of your Residence due to your permanent assignment to Health Center Level Services (as defined in Section 5.1), or (iii) the cancellation of this Agreement as outlined in Sections 8 and 9. If this Agreement is canceled on a date other than the last day of the month, the amount of the Monthly Fee shall be prorated to the date of cancellation. If you have paid more than the prorated Monthly Fee, we will repay the excess amount to you within thirty (30) days after the date of cancellation.

**2.6 Increase in Monthly Fee.** The Monthly Fee is paid to us to provide the services and amenities described in this Agreement, and is intended to meet the expenses associated with the operation of the Community. We may increase the Monthly Fee (which includes the Second Person Monthly Fee where applicable) upon thirty (30) days' written notice if we, in our sole discretion, deem it necessary to meet the financial needs of the Community or to provide services to the Residents.

**2.7 Reduction in Monthly Fee Due to Absence.** If you are absent from the Community for more than seven (7) consecutive days, you will be eligible for a Monthly Fee credit equivalent to the costs of meals paid for and not consumed. You are required to notify us in advance of your absence in order to qualify for the Monthly Fee credit.

**2.8 Reserve Funds.** The amount of the Monthly Fee is and will continue to be

affected by our policy of maintaining reserve funds for the financial security of the Community.

**2.9 Late Payment Charge.** We may charge a one percent (1%) late payment charge per month on any Monthly Fees or extra charges that have not been paid within thirty (30) days of receipt of a monthly statement from us.

### **3. DESCRIPTION OF PRIMARY AND SUPPLEMENTAL SERVICES.**

**3.1 Services Provided for the Monthly Fee.** We will provide you, in consideration for the Monthly Fee referred to above, the following services and amenities at the Community:

- As of the date you executed this Agreement the monthly Dining Allocation is \$\_\_\_\_\_ per month. Each Resident will receive the monthly Dining Allocation as part of the Monthly Fee and Second Person Monthly Fee, to be applied toward dining charges in the main dining room, other designated dining areas, or for other food and beverage services. This Dining Allocation may be expended by you, or with your permission, your guests. Each month, you will be charged for any dining charges in excess of your Dining Allocation. Any unused Dining Allocation at the end of a month can be carried over up to thirty (30) days, but will expire after such thirty (30) days. Your monthly Dining Allocation will be adjusted annually to reflect changes in food service expenses;
- Water, sewer, air conditioning, heating, electricity, trash removal, and municipal services. The Resident is responsible for the charges related to telephone, and cable or satellite television reception;

- Access to one unassigned parking stall (other spaces, if available, may be provided for an additional fee);
- Building and grounds maintenance;
- Weekly housekeeping service;
- Availability of laundry facilities so that you may wash and dry personal laundry;
- Planned activities -- social, educational, cultural, recreational, and spiritual -- for those who wish to participate;
- Services of an activities director;
- Use of the Community's common areas and amenities during scheduled hours -- central dining room, chapel, library, mail boxes, lounges, arts and crafts room, exercise areas, community garden, dog park, fellowship hall, and woodworking shop;
- Carpeting (except in the kitchen and bath where there is other floor covering);
- A kitchen, including refrigerator with icemaker, range/oven, garbage disposal, dishwasher, and microwave;
- Local transportation scheduled by us;
- Twenty-four (24) hour emergency call monitoring in your Residence by nursing staff;
- Guest parking areas;
- Fire detection system;
- Security for buildings and grounds;
- Health Center Level Services, for thirty (30) free annual days of care (see Section 5 for additional details).

**3.2 Supplemental Services Provided for an Extra Charge.** Supplemental services, when available, will be provided at extra charge and are described below:

- Additional meals in the dining room over those provided in consideration for the Monthly Fee;
- Guest accommodations, if available;
- Certain other supplies and services such as medicine, drugs, prescribed therapy,



Health Center Medical Director, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment;

- Other optional services related or unrelated to care in the Health Center as approved by us;
- Personal laundry service;
- Guest meals;
- Additional housekeeping services;
- Special events transportation;
- Extended dietician services when ordered by your attending physician or dietician services not ordered by your attending physician;
- Tray service to your Residence when ordered by your attending physician, the Health Center Medical Director, the Health Center director of nursing, assistance-in-living director or resident services director;
- Health Center Level Services beyond the thirty (30) free annual days of care.

#### **4. TERMS OF RESIDENCY.**

**4.1 Use of the Residence.** The Residence is for living only and will not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and grants you only a lifetime use of the Residence and other facilities of the Community and to available services, subject to the terms and conditions of this Agreement.

**4.2 Duration of Your Right to Occupy the Residence.** You may reside in your Residence for as long as you (or either of you in the case of Joint Residents) live unless you (both of you in the case of Joint Residents) are not capable of occupancy as set forth in our Residency Policy, or this Agreement is canceled by you or by us. A copy of our current Residency Policy, outlining the

age, health and financial requirements for residency, is available for review in the Community Marketing Office. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that assisted living, skilled nursing care, or specialized care for dementia or related disorders be given, you will be requested to relocate to the Community Health Center where we are licensed to provide such care.

#### **4.3 Occupants of the Residence.**

Except as hereinafter provided, no person other than you (both of you in the case of Joint Residents) may occupy the Residence. In the event that a second person who is not a party to this Agreement is accepted for residency in the Residence at a time subsequent to the date hereof (said acceptance to be in accordance with our current Residency Policy), an Entrance Fee in an amount to be determined by us (which will be no more than one-half of the then-current Entrance Fee for the Residence) shall be paid upon residency, and each month thereafter, the then-current Second Person Monthly Fee shall be paid as part of the Monthly Fee. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than thirty (30) days, except with our express written approval.

If the Resident marries a person who is also a resident of the Community, and should they decide to occupy one residence as Joint Residents, they must declare which residence will be occupied and which residence will be surrendered. The repayment due for the surrendered residence, if any, will be provided pursuant to the Entrance Fee repayment terms in the residency agreement of the surrendered residence.

**4.4 Guests.** Guests are welcome to stay in your Residence for short stays not to exceed ten (10) consecutive days. Such stay shall not, in the opinion of the Executive Director, adversely affect the operation of the Community or be inconsistent with the welfare of other residents.

**4.5 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from such liability.

**4.6 Insurance.** You are required at your own expense to carry personal property insurance and liability insurance. If requested by us, you agree to provide us with proof of such insurance coverage.

**4.7 Removal and Storage of Resident's Personal Property.** Your personal property must be removed from the Residence within thirty (30) days following any of the following dates: (i) the date of your death (if Joint Residents, the date of death of the surviving Resident), (ii) the date notice of cancellation is delivered by you or us pursuant to Section 8 or 9, or (iii) the date notice is delivered to you of your permanent assignment or transfer to the Community Health Center or a Comparable Facility for Health Center Level Services (see definitions in Sections 5.1 and 5.2). If your personal property has not been removed from the Residence within such thirty (30) day period, then we may, in our sole discretion, either charge you an additional Monthly Fee for each month thereafter during which such personal property remains in the Residence or remove and store such personal property at the expense and risk of you or your estate. In the event of your death, while you are a resident of the Community under this Agreement, only the executor(s) named in

your Will will be allowed to remove or dispose of your furnishings and belongings in your living accommodation and any related storage areas at the Community. Members of your family or those to whom you have granted Power of Attorney will not be allowed access to your personal property after your death, unless they are the executor(s) named in your Will.

**4.8 Furnishings.** Furnishings within the Residence provided by you shall not be such as to interfere with the health, safety or general welfare of you, other residents, or others.

**4.9 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health and safety or the health and safety of other residents. If relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another residence within the Community, or to the Community Health Center or a Comparable Facility (as defined in Section 5.2) for the protection of your health or safety or for the health or safety of the other residents of the Community.

**4.10 Alterations by You.** You may not undertake any alterations to your Residence without our prior written approval, as set forth in a separate addendum to this Agreement.

**4.11 Condition of Residence.** Upon vacating the Residence, you agree to leave it in good condition, except for normal wear and tear. You shall be liable to us for any charges incurred to restore your Residence to good condition, normal wear and tear excepted.

**4.12 Rights of Second Single Resident.** When two Joint Residents reside in a single Residence under this Agreement, upon the death or permanent assignment of one Resident to the Community Health Center Level Services, or other inability to continue residing in the Residence, the remaining Resident may continue to reside in the Residence under the terms of this Agreement and shall pay the Monthly Fee.

## **5. THE COMMUNITY HEALTH CENTER.**

**5.1 Description.** The Community Health Center is the portion of the Community which is licensed to provide assisted living, skilled nursing care, and specialized care for dementia or related disorders (collectively "Health Center Level Services"). The Community Health Center is staffed by licensed nursing personnel 24 hours a day.

**5.2 Alternate Accommodations.** You will be given priority over non-residents for admission to the Community Health Center. In the event the Community Health Center is fully occupied when you are determined appropriate for admission, you agree to relocate to an alternate health care facility that provides services similar to the Community Health Center (a "Comparable Facility"). Upon your relocation to a Comparable Facility, you shall continue to be responsible for the Monthly Fee (unless your Residence is surrendered). We will not be responsible for the charges associated with the Comparable Facility.

**5.3 Thirty (30) Annual Days of Nursing Care in the Community Health Center.** You are eligible to receive thirty (30) annual days of nursing care (non-cumulative) in the Community Health Center (while you are a resident of your Residence), without

paying the Health Center per diem charge. In the case of Joint Residents, each of you will receive thirty (30) annual days, but the days cannot be combined and used by only one of you, and unused days cannot be carried over to subsequent years. You are required to pay any charges for physician services and any additional health services as outlined in Section 5.10. Once you are permanently assigned to the Health Center, you no longer qualify for the thirty (30) annual days.

**5.4 Transfer to Health Center Level Services.** In the event your physical or mental health is determined by us to be appropriate for Health Center Level Services, you agree to relocate to the Community Health Center or a Comparable Facility. Such a determination will be made by us after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.5 Temporary Assignment to the Community Health Center.** In the event you require temporary care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.4, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. In addition, you will continue to pay the Monthly Fee for your Residence.

**5.6 Permanent Assignment to Health Center Level Services.** In the event you require permanent care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.4, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any

additional health services as outlined in Section 5.10. If you are determined appropriate for Health Center Level Services, and are admitted or relocated to the Community Health Center or a Comparable Facility, you will be required to surrender the Residence to us. We shall have the right to reassign the Residence for occupancy by others except as provided in Section 4.12. Release of the Residence due to your permanent assignment to the Community Health Center or to a Comparable Facility does not qualify you for reimbursement of the Entrance Fee, unless this Agreement is canceled.

Once the Residence is surrendered, you will no longer be obligated to pay the Monthly Fee for the Residence.

**5.7 Relocation within the Community Health Center.** We reserve the right to relocate you to a different level of care within the Community Health Center if you require such care. Such relocation will be made after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.8 Return to Residence.** If we subsequently determine, in consultation with your attending physician, your personal representative and you to the extent possible, that you can resume occupancy in a residence equivalent to the residence you previously occupied, you shall have the right to relocate to such equivalent residence as soon as one is available. Upon reoccupying a residence, your Monthly Fee will be based on the then-current Monthly Fee for the residence.

**5.9 Medical Director, Attending Physician, and Additional Health Services.** We have designated a licensed physician to

serve as Medical Director of the Community Health Center. You are required to have a local attending physician. You may engage the services of the Medical Director at your expense. We will not be responsible for the charges for medical treatment or services by the Medical Director or your attending physician, nor will we be responsible for the charges for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment.

**5.10 Advanced Charges for Medical Treatment.** In the event we incur or advance payment for your medical treatment or for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment (even in the event such medical care is given at the direction of your attending physician or the Medical Director without your prior approval), you shall promptly reimburse us for such payments. Upon cancellation of this Agreement for any reason, any amounts due to us under this Section 5.11 shall be offset against any repayment of the Entrance Fee.

**5.11 Medicare and Health Insurance.** When age eligible, you are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility. You shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, or

should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified admission and stay in the Community Health Center or a Comparable Facility. If you are eligible to receive the thirty (30) annual days of care in the Community Health Center as provided in Section 5.4 and your stay in the Community Health Center is a Medicare-qualified stay, such thirty (30) annual days will be applied after the expiration of your Medicare-qualified stay providing you have Medicare Part A, Medicare Part B and acceptable supplemental health insurance or equivalent insurance coverage.

If you are not eligible for Medicare, you shall maintain health insurance coverage acceptable to us and shall furnish us with evidence of such coverage upon our request. Should your health insurance not fully cover your stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each admission and stay in the Community Health Center or a Comparable Facility.

If failure to maintain Medicare Part A, Medicare Part B, supplemental health insurance or other health insurance coverage causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as outlined in Section 7.1, and we retain the right to revoke your right to reside at the Community and cancel the Residency Agreement as provided in Section 9.

**5.12 Managed Care.** If you have chosen to participate in a managed care pro-

gram as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms of this Agreement governing nursing care will include the following provisions:

**5.12.1 Participating Provider.** If the Community Health Center is a participating provider with your managed care program and your stay is a Medicare-qualified stay, the Community agrees to be reimbursed at the rate negotiated with your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.2 Not a Participating Provider.** If the Community Health Center is not an approved participating provider with your managed care program and you choose to receive health care services at a managed care participating provider, then you agree that you must relocate for as long as necessary for those services to be provided, and be responsible for all charges for health care services. In addition, while receiving health care services at the managed care participating provider, you agree that unless this Agreement is canceled, you will continue to pay the Monthly Fee for your Residence, unless your Residence has been surrendered to us. Such a stay at a managed care participating provider other than the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.3 Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and your stay is a Medicare-qualified stay, we will use our best effort to negotiate a reimbursement rate with

your managed care program. If we are able to negotiate an acceptable rate, we agree to accept as full payment the rate provided by your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.4 No Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and a negotiated rate is not agreed upon and you would still like to receive health care in the Community Health Center during a Medicare-qualified stay, then each day of your stay in the Community Health Center will reduce by one day the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4. During any such Medicare-qualified stay in the Community Health Center, you agree that you will continue to pay the Monthly Fee, unless your Residence has been surrendered to us, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment. If at any time during any such Medicare-qualified stay in the Community Health Center you are no longer eligible to receive any of the days of care provided for in Section 5.4, then you agree to pay the per diem rate for your care in the Community Health Center, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment, and the Monthly Fee for your Residence, unless your Residence has been surrendered to us.

**5.12.5 Post Medicare-Qualified Stay.** At the conclusion of each such Medicare-qualified stay, you will be

entitled to health care in the Community Health Center in accordance with the terms of this Agreement other than as provided in this Section 5.13, as adjusted to reflect any reduction during such stay in the number of days of care that you are eligible to receive without extra charge as provided in Section 5.4.

**5.13 Transfer to Hospital or Other Care Facility.** If we determine after consultation with your attending physician, your personal representative and you to the extent possible, that you need care beyond that which the Community Health Center is licensed to provide, you will be transferred to a hospital or other care facility. We shall not be responsible for any charges associated with the transfer and health care expenses or charges incurred by you after such a transfer. You shall continue to pay the Monthly Fee until your Residence is surrendered.

**5.14 Community Health Center Admission Agreement.** If you require care in the Community Health Center, you agree to enter into a separate Community Health Center Admission Agreement to be signed by you and us.

**5.15 Under Age 60.** If you are under the age of 60 when you occupy your Residence under this Agreement, you are not eligible to receive thirty (30) annual days of nursing care in the Community Health Center as described in Section 5.4 until you attain the age of 60. During this time, you will be entitled to Health Center Level Services at the then-current rate being charged to non-residents until age 60.

## **6. REPRESENTATIONS.**

**6.1 Our Representations.** We represent and warrant that we are a nonprofit corporation and that we do not propose to

operate at a profit. We are exempt from payment of Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. We are affiliated with The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina. The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina are not responsible for our financial or contractual obligations.

**6.2 Your Representations.** You represent and warrant that the representations made in the application for residency, your personal health history, and the confidential financial statement are true and correct and may be relied upon by us as a basis for your acceptance for residency at the Community. You also represent and warrant that you have not made any gift of your property in contemplation of the execution of this Agreement.

## **7. PROMISES.**

**7.1 Our Promises.** It is and shall be our declared policy to operate as a non-profit organization. We will not cancel this Agreement without just cause as specified in Section 9. Further, we shall not cancel this Agreement solely by reason of your financial inability to pay the full Monthly Fee or the per diem charge for care in the Community Health Center. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance, or other health insurance after assuming occupancy. You shall be permitted to remain at the Community for a reduced fee based on your ability to pay for as long as you establish facts to justify deferment of such charges and when deferment of such charges can, in our

sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis for the benefit of the residents.

**7.2 Your Promises.** You agree to comply with all policies and procedures of the Community as now existing or as hereafter amended; to pay the Entrance Fee, Monthly Fee, and any other charges as provided in this Agreement; to not impair your ability to meet the financial obligations under this Agreement by transferring assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance or other health insurance, without our consent, and to abide by all other terms of this Agreement.

## **8. CANCELLATION BY RESIDENT.**

**8.1 Right of Rescission.** Within thirty (30) days following the later of the execution of this Agreement by you or the receipt of a Disclosure Statement from us, you may rescind this Agreement by giving us written notice. You shall not be required to move into the Residence prior to the expiration of the thirty (30) day rescission period. Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.2.

**8.2 Cancellation Prior to Occupancy.** You may cancel this Agreement for any reason at any time before you move into the Community by giving us written notice signed by you (both of you in the case of Joint Residents). Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.3 or 10.4. If you die prior to occupying the Residence or if, on account of illness, injury or incapacity, you are precluded from occupying the Residence under the terms of this Agreement, this Agreement will automatically cancel. Repayment of the

Entrance Fee shall be as outlined in Section 10.3.

**8.3 Cancellation After Occupancy.** You may cancel this Agreement for any reason after moving into the Community by giving us thirty (30) days' prior written notice of cancellation, which shall be effective and irrevocable upon delivery. Cancellation shall occur thirty (30) days after written notice is delivered, and you must vacate the Residence within the thirty (30) days. You are obligated to pay the Monthly Fee during the thirty (30) days. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

**8.4 Cancellation Due to Death After Occupancy.** This Agreement will automatically cancel upon your death (the death of the surviving Resident in the case of Joint Residents). After such automatic cancellation, your personal representative will have thirty (30) days from the date of your death to remove your personal property from the Residence. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

## **9. CANCELLATION BY US.**

**9.1 Cancellation Upon Notice.** We may, upon notice and opportunity to cure as hereinafter provided, cancel this Agreement for just cause. Just cause shall include the occurrence of any of the following events (hereinafter referred to as a "Default"):

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us.

**9.1.2 Misrepresentation.** You misrepresent yourself or fail to disclose information during the residency process.

**9.1.3 Nonpayment.** You fail to pay any charges to us, subject to the provisions of Section 7.1, within sixty (60) days of the date when such charges are due.

**9.1.4 Threat to Health or Safety.** Your health status or behavior constitutes a substantial threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation or behavior that would result in physical damage to the property of others.

**9.1.5 Change in Condition.** There is a major change in your physical or mental condition and your condition cannot be cared for in the Community Health Center within the limits of our license.

**9.2 Default Notice.** Prior to cancellation for any Default described in Section 9.1.1, 9.1.2 or 9.1.3 above, we shall give you notice in writing of such Default, and you shall have at least thirty (30) days thereafter within which to correct such Default. No Default shall eliminate your obligation to pay the Monthly Fee until cancellation. If you correct such Default within such time, this Agreement shall not be canceled. If you fail to correct such Default within such time, this Agreement shall cancel at the expiration of such thirty (30) days.

In the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5 above, if we or the Medical Director determines that either the giving of notice of Default or the lapse of time as above provided might be detrimental to you or others, then such notice and/or waiting period prior to cancellation shall not be required. Also, in the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5, we are expressly authorized by you to transfer you to an



appropriate hospital or other facility, and we will promptly notify your personal representative or attending physician.

## **10. REPAYMENT OF ENTRANCE FEE.**

**10.1 Nonacceptance by Us.** If we do not accept you for residency at the Community, the full amount of the Entrance Fee you have paid will be promptly repaid to you, with interest.

**10.2 Right of Rescission.** If you rescind this Agreement as provided in Section 8.1, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days of our receipt of the written notice of rescission.

**10.3 Cancellation Prior to Occupancy Due to Death, Illness, Injury, Incapacity, or Change in Financial Condition.** If, prior to occupancy, you die or you cancel this Agreement because of illness, injury, incapacity, or change in your financial condition, you or your estate will receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.4 Cancellation Prior to Occupancy for Other Reasons.** If you cancel this Agreement for reasons other than those stated in Section 10.3 above, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.5 Cancellation After Occupancy.** In the event you or we cancel this Agreement after occupancy or in the event of your death (the death of the survivor in the case of Joint Residents), you or your estate will be reimbursed the amount of the Entrance Fee previously paid by you, less two percent (2%) for each month of residency or portion thereof for up to fifty (50) months. After fifty (50) months of occupancy, no repayment of the Entrance Fee will be made. Such repayment will be paid, without interest, within sixty (60) days after your Residence has been reserved by a new resident and our receipt of the full amount of the Entrance Fee paid by such new resident. In the event your Residence is not reserved by a new resident, such repayment will be paid, without interest, within twenty-four (24) months from the date cancellation of your Residency Agreement becomes effective.

**10.6 Offset Against Entrance Fee Repayment.** In the event of cancellation of this Agreement after occupancy as described in Section 10.5 above, we will offset against any Entrance Fee repayment due to you the following:

**10.6.1** The amount of any Monthly Fees or other charges deferred by us on your behalf under Section 7.1; and

**10.6.2** Any health care expenses incurred on your behalf and other amounts payable to us, which remain unreimbursed; and

**10.6.3** Any charges incurred to restore the Residence to good condition, normal wear and tear excepted, as outlined in Section 4.11; and

**10.6.4** Any charges incurred as a result of non-standard features added to the Residence at your request as outlined in Exhibit A or in a separate addendum to this Agreement.

## **11. MISCELLANEOUS.**

**11.1 Nature of Rights.** You understand and agree that (i) this Agreement or your rights (including the use of the Residence) under it may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to receipt of the amounts described in Section 10; (ii) this Agreement and your contractual right to occupy the Community will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you a revocable right to occupy and use space in the Community but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement

grants to us complete decision-making authority regarding the management and operation of the Community.

**11.2 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain at your own expense insurance to protect against such losses.

**11.3 Amendment.** This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this Agreement shall be valid unless in writing and signed by you and us.

**11.4 Law Changes.** This Agreement may be modified by us at any time in order to comply with applicable laws or regulations. Further, we may change any part of the Community, including the Residence, to meet the requirements of any applicable law or regulation.

**11.5 Entire Agreement.** This Agreement and any addenda or amendments thereto contain our entire understanding with respect to your residency at the Community.

**11.6 Monthly Statement.** You shall receive a monthly statement from us showing the total amount of fees and other charges owed by you, which shall be paid by the tenth (10<sup>th</sup>) day of each month.

**11.7 Responsible Party for Business and Financial Decision Making.** Within sixty (60) days after assuming residency at the Community, you agree to execute and deliver to us a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial

decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and shall be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Community.

**11.8 Disposition of Furniture, Possessions, and Property.** Within sixty (60) days after the date of residency, you agree to make provision by will or otherwise for the disposition of all of your furniture, property, and possessions located on the premises of the Community.

**11.9 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, promises, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, promises, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**11.10 Notices.** Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the Executive Director of the Community at 700 South Holden Road; Greensboro, North Carolina 27407. Such notices shall be dated and signed.

Any notice required to be given to you shall be delivered to you at the Community or at such other place as you shall designate to us in writing. All notices mailed in accordance with this Section shall be deemed to be given when mailed whether or not they are actually received.

**11.11 Indemnity.** We will not be liable for and you agree to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission or that of your guests.

**11.12 Separability.** The invalidity of any restriction, condition or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**11.13 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering the Community, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender or lenders such further written evidence of such subordination as such lenders may reasonably require. Except to the extent of your obligation to pay the Monthly Fee and Second Person Monthly Fee, you shall not be liable for any such indebtedness.

**11.14 Capacity.** This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent or employee of ours shall have any personal liability hereunder to you under any circumstances. This Agreement will become effective upon acceptance and signature by us.

**11.15 Resident.** In the case of Joint Residents, the rights and obligations of each are joint and several except as the context of this Agreement otherwise requires.

**11.16 Reimbursement for Loss or Damage.** You or your responsible party, if applicable, agree to reimburse us for any loss or damage to the Community caused by your intentional, careless, or negligent acts or omissions or that of your guests.

**11.17 Reimbursement of Charges.** You agree to reimburse us for any charges we incur to collect any unpaid amounts you owe to us under this Agreement.

**11.18 Transfers.** We may sell or transfer our interest in the Community provided the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Community and its agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. Your signature hereto constitutes your consent and approval of any such future transaction.

**11.19 Private Employee of Resident.** If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency (personal service provider). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding personal service providers, and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in our policy. If you fail to follow or enforce the policies and rules set forth therein, then we may elect, at our sole option, to cancel this Agreement.

**11.20 Tax Considerations.** You should consult with your tax advisor regarding

the tax considerations associated with this Agreement.

**11.21 Management.** We have engaged the services of Life Care Services LLC to manage the Community. We are not affiliated with Life Care Services nor is Life Care Services responsible for our contractual or financial obligations or the contractual or financial obligations of the Community.

**11.22 Governing Law.** This Agreement will be governed, interpreted and construed according to the laws of the State of North Carolina.

**11.23 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 11.11, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Community, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**11.24 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement.

## **12. ARBITRATION.**

**12.1 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages for personal injury or wrongful death based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any

contract from requiring prior agreement of the parties to arbitrate alleged negligent health care claims. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**12.2 Arbitration for Other Claims.** You agree that any dispute, claim or controversy of any kind (except for those disputes, claims or controversies arising under Paragraph 12.1 above) between the parties arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in Guilford County, North Carolina in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Community, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

**12.3 Withdrawal of Agreement to Arbitrate.** You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to us.

**12.4 Binding Effect of Arbitration.** This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

**RESIDENT**

---

Witness

---

**RESIDENT**

---

Witness

Approved this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

**THE MASONIC AND EASTERN STAR  
HOME OF NORTH CAROLINA, INC.  
d/b/a WhiteStone: A Masonic & Eastern  
Star Community**

---

Printed Name of Authorized Representative

---

Signature of Authorized Representative

Attachment: Exhibit A



05/27/2015

J:\Complnc\WhiteStone\Agreements URM\Residency  
Agreements URM\Traditional Residency Agreement  
(2015-05-27).doc

**Exhibit A**

| <b>Non-Standard Features Added at Resident's Request:</b> | <b>Amount</b> |
|---|---------------|
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
| <b>Total of Non-Standard Features</b>                     | \$            |

**Initials** \_\_\_\_\_  
**Community**

\_\_\_\_\_  
**Resident(s)**

# **EXHIBIT 9**

## **50% Return-of-Capital™ Residency Agreement for Expansion Residences**





**700 South Holden Road  
Greensboro, North Carolina 27407  
(336) 299-0031**

**50% Return of Capital  
Residency Agreement  
(For Expansion Residences)**

05/01/2019

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Exhibit A – Non-Standard Features Added at Resident's Request

**WHITESTONE: A MASONIC & EASTERN STAR COMMUNITY  
50% RETURN OF CAPITAL  
RESIDENCY AGREEMENT  
(FOR EXPANSION RESIDENCES)**

**RECITALS:**

**A. Provider.** The Masonic and Eastern Star Home of North Carolina, Inc., a non-profit corporation (hereafter "we" or "us" or "our"), is the provider of a continuing care retirement community known as WhiteStone: A Masonic & Eastern Star Community (the "Community") located in Greensboro, North Carolina.

**B. Resident.** \_\_\_\_\_ ("Resident" or "you" or "your", or when two people ("Joint Residents") are named in this Agreement, each of them and the survivor of them, except as otherwise indicated) wishes to live at the Community and to enjoy, consistent with the rights, welfare and contentment of the other residents, the facilities and services provided by the Community.

**C. Requirements for Residency.** Except as waived by us after full disclosure, we require that Resident be at least sixty (60) years of age or applying for the same Residence with a Joint Resident who is sixty (60) or older, be capable of meeting the requirements of occupancy with or without reasonable accommodation and/or reasonable modification, and have sufficient assets and income, all as are specified in our Residency Policy.

**NOW, THEREFORE,** this Agreement is made and entered into between us and Resident as a commitment by Resident and us to the terms and conditions hereinafter set forth.

**1. THE RESIDENCE.** We agree to make available to you, for as long as you live and subject to the terms of this Agreement, a room, studio, apartment or cottage at the Community described as follows: \_\_\_\_\_

\_\_\_\_\_,  
\_\_\_\_\_ no. \_\_\_\_\_  
(hereafter "Residence"), and to provide, for your lifetime, the services and amenities described in Section 3.1 below. You may select certain options and custom features in the Residence at an extra charge, which shall not be subject to any repayment provision herein. Any such options and custom features selected and paid for by you will become our property. Such options and custom features must be approved by the Executive Director of the Community prior to adding them to the Residence. The Executive Director of the Community has consented to your request to add the non-standard features set forth on Exhibit A to the Residence, and you agree to pay the amount(s) set forth on Exhibit A to cover the additional charges for these features.

**2. CHARGES FOR RESIDENCE AND PRIMARY SERVICES.**

**2.1 Application Fee.** Prior to or upon execution of this Agreement, you will pay to us an Application Fee of \$ \_\_\_\_\_. The Application Fee will be used by us to process your application for residency and is non-refundable.

**2.2 Entrance Fee.** In order to reside at the Community for life, subject to this Agreement, and to receive the services

described below, you agree to pay to us (in addition to the Monthly Fee described below) an Entrance Fee in the amount of \$\_\_\_\_\_. The total amount of the Entrance Fee shall be payable as follows:

**2.2.1** Ten percent (10%) of the total Entrance Fee or \$\_\_\_\_\_ is due and payable upon your execution of this Agreement. We will apply any Priority Fee you have paid against the Entrance Fee deposit.

**2.2.2** The balance of \$\_\_\_\_\_ (ninety percent (90%) of the Entrance Fee) shall be paid on the earlier of (i) the date you assume occupancy at the Community or (ii) within thirty (30) days from the date you are notified that the Residence is ready for occupancy.

**2.3 Monthly Fee.** You are obligated to begin paying a Monthly Fee (or a pro rata portion thereof) on the earlier of (i) date you assume occupancy at the Community or (ii) within thirty (30) days from the date you are notified that the Residence is ready for occupancy. Thereafter, the Monthly Fee shall be paid by the tenth (10<sup>th</sup>) day of each month during the term of this Agreement. The Monthly Fee is initially set at a specific amount that can be increased as described in Section 2.6 below. A "Second Person Monthly Fee" shall become part of the Monthly Fee and shall be paid if two persons are Joint Residents under this Agreement. If there are Joint Residents under this Agreement and one Joint Resident dies, the Second Person Monthly Fee shall cease and the remaining Resident shall continue to pay the Monthly Fee without the Second Person Monthly Fee component.

**2.4 Initial Monthly Fee.** The initial Monthly Fee payable by you is \$\_\_\_\_\_ per month and an additional \$\_\_\_\_\_ per month as a Second Person Monthly Fee component of the Monthly Fee if two persons reside as Joint Residents pursuant to this Agreement.

**2.5 Continuance of Monthly Fee.** The Monthly Fee will continue until (i) your death (in the case of Joint Residents, the death of the surviving Resident), or (ii) surrender of your Residence due to your permanent assignment to Health Center Level Services (as defined in Section 5.1), or (iii) the cancellation of this Agreement as outlined in Sections 8 and 9. If this Agreement is canceled on a date other than the last day of the month, the amount of the Monthly Fee shall be prorated to the date of cancellation. If you have paid more than the prorated Monthly Fee, we will repay the excess amount to you within thirty (30) days after the date of cancellation.

**2.6 Increase in Monthly Fee.** The Monthly Fee is paid to us to provide the services and amenities described in this Agreement, and is intended to meet the expenses associated with the operation of the Community. We may increase the Monthly Fee (which includes the Second Person Monthly Fee where applicable) upon thirty (30) days' written notice if we, in our sole discretion, deem it necessary to meet the financial needs of the Community or to provide services to the Residents.

**2.7 Reduction in Monthly Fee Due to Absence.** If you are absent from the Community for more than seven (7) consecutive days, you will be eligible for a Monthly Fee credit equivalent to the costs of meals paid for and not consumed. You are required to notify us in advance of your

absence in order to qualify for the Monthly Fee credit.

**2.8 Reserve Funds.** The amount of the Monthly Fee is and will continue to be affected by our policy of maintaining reserve funds for the financial security of the Community.

**2.9 Late Payment Charge.** We may charge a one percent (1%) late payment charge per month on any Monthly Fees or extra charges that have not been paid within thirty (30) days of receipt of a monthly statement from us.

### **3. DESCRIPTION OF PRIMARY AND SUPPLEMENTAL SERVICES.**

**3.1 Services Provided for the Monthly Fee.** We will provide you, in consideration for the Monthly Fee referred to above, the following services and amenities at the Community:

- As of the date you executed this Agreement the monthly Dining Allocation is \$\_\_\_\_\_ per month. Each Resident will receive the monthly Dining Allocation as part of the Monthly Fee and Second Person Monthly Fee, to be applied toward dining charges in the main dining room, other designated dining areas, or for other food and beverage services. This Dining Allocation may be expended by you, or with your permission, your guests. Each month, you will be charged for any dining charges in excess of your Dining Allocation. Any unused Dining Allocation at the end of a month can be carried over up to thirty (30) days, but will expire after such thirty (30) days. Your monthly Dining Allocation will be adjusted annually to reflect changes in food service expenses;

- Water, sewer, air conditioning, heating, electricity, trash removal, municipal services, basic cable, and Wi-fi internet. The Resident is responsible for the charges related to telephone;
- Access to one unassigned parking stall (other spaces, if available, may be provided for an additional fee);
- Building and grounds maintenance;
- Bi-weekly housekeeping service;
- Availability of laundry facilities so that you may wash and dry personal laundry;
- Planned activities -- social, educational, cultural, recreational, and spiritual -- for those who wish to participate;
- Services of an activities director;
- Use of the Community's common areas and amenities during scheduled hours -- central dining room, chapel, library, mail boxes, lounges, arts and crafts room, exercise areas, community garden, dog park, fellowship hall, and woodworking shop;
- Carpeting (except in the kitchen and bath where there is other floor covering);
- A kitchen, including refrigerator with icemaker, range/oven, garbage disposal, dishwasher, and microwave;
- Local transportation scheduled by us;
- Twenty-four (24) hour emergency call monitoring in your Residence by nursing staff;
- Guest parking areas;
- Fire detection system;
- Security for buildings and grounds;
- Health Center Level Services, for thirty (30) free annual days of care (see Section 5 for additional details).

**3.2 Supplemental Services Provided for an Extra Charge.** Supplemental services, when available, will be provided at extra charge and are described below:

- Additional meals in the dining room over those provided in consideration for the Monthly Fee;
- Guest accommodations, if available;
- Certain other supplies and services such as medicine, drugs, prescribed therapy, Health Center Medical Director, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment;
- Other optional services related or unrelated to care in the Health Center as approved by us;
- Personal laundry service;
- Guest meals;
- Additional housekeeping services;
- Special events transportation;
- Extended dietician services when ordered by your attending physician or dietician services not ordered by your attending physician;
- Tray service to your Residence when ordered by your attending physician, the Health Center Medical Director, the Health Center director of nursing, assistance-in-living director or resident services director;
- Health Center Level Services beyond the thirty (30) free annual days of care.

#### **4. TERMS OF RESIDENCY.**

**4.1 Use of the Residence.** The Residence is for living only and will not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and grants you only a lifetime use of the Residence and other facilities of the Community and to available services, subject to the terms and conditions of this Agreement.

**4.2 Duration of Your Right to Occupy the Residence.** You may reside in your Residence for as long as you (or either of

you in the case of Joint Residents) live unless you (both of you in the case of Joint Residents) are not capable of occupancy as set forth in our Residency Policy, or this Agreement is canceled by you or by us. A copy of our current Residency Policy, outlining the age, health and financial requirements for residency, is available for review in the Community Marketing Office. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that assisted living, skilled nursing care, or specialized care for dementia or related disorders be given, you will be requested to relocate to the Community Health Center where we are licensed to provide such care.

#### **4.3 Occupants of the Residence.**

Except as hereinafter provided, no person other than you (both of you in the case of Joint Residents) may occupy the Residence. In the event that a second person who is not a party to this Agreement is accepted for residency in the Residence at a time subsequent to the date hereof (said acceptance to be in accordance with our current Residency Policy), an Entrance Fee in an amount to be determined by us (which will be no more than one-half of the then-current Entrance Fee for the Residence) shall be paid upon residency, and each month thereafter, the then-current Second Person Monthly Fee shall be paid as part of the Monthly Fee. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than thirty (30) days, except with our express written approval.

If the Resident marries a person who is also a resident of the Community, and should they decide to occupy one residence as Joint Residents, they must declare which residence will be occupied and which residence will be



surrendered. The repayment due for the surrendered residence, if any, will be provided pursuant to the Entrance Fee repayment terms in the residency agreement of the surrendered residence.

**4.4 Guests.** Guests are welcome to stay in your Residence for short stays not to exceed ten (10) consecutive days. Such stay shall not, in the opinion of the Executive Director, adversely affect the operation of the Community or be inconsistent with the welfare of other residents.

**4.5 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from such liability.

**4.6 Insurance.** You are required at your own expense to carry personal property insurance and liability insurance. If requested by us, you agree to provide us with proof of such insurance coverage.

**4.7 Removal and Storage of Resident's Personal Property.** Your personal property must be removed from the Residence within thirty (30) days following any of the following dates: (i) the date of your death (if Joint Residents, the date of death of the surviving Resident), (ii) the date notice of cancellation is delivered by you or us pursuant to Section 8 or 9, or (iii) the date notice is delivered to you of your permanent assignment or transfer to the Community Health Center or a Comparable Facility for Health Center Level Services (see definitions in Sections 5.1 and 5.2). If your personal property has not been removed from the Residence within such thirty (30) day period, then we may, in our sole discretion, either charge you an additional Monthly Fee for each month thereafter during

which such personal property remains in the Residence or remove and store such personal property at the expense and risk of you or your estate. In the event of your death, while you are a resident of the Community under this Agreement, only the executor(s) named in your Will will be allowed to remove or dispose of your furnishings and belongings in your living accommodation and any related storage areas at the Community. Members of your family or those to whom you have granted Power of Attorney will not be allowed access to your personal property after your death, unless they are the executor(s) named in your Will.

**4.8 Furnishings.** Furnishings within the Residence provided by you shall not be such as to interfere with the health, safety or general welfare of you, other residents, or others.

**4.9 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health and safety or the health and safety of other residents. If relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another residence within the Community, or to the Community Health Center or a Comparable Facility (as defined in Section 5.2) for the protection of your health or safety or for the health or safety of the other residents of the Community.

**4.10 Alterations by You.** You may not undertake any alterations to your Residence without our prior written approval, as set forth in a separate addendum to this Agreement.

**4.11 Condition of Residence.** Upon vacating the Residence, you agree to leave it in good condition, except for normal

wear and tear. You shall be liable to us for any charges incurred to restore your Residence to good condition, normal wear and tear excepted.

**4.12 Rights of Second Single Resident.** When two Joint Residents reside in a single Residence under this Agreement, upon the death or permanent assignment of one Resident to the Community Health Center Level Services, or other inability to continue residing in the Residence, the remaining Resident may continue to reside in the Residence under the terms of this Agreement and shall pay the Monthly Fee.

## **5. THE COMMUNITY HEALTH CENTER.**

**5.1 Description.** The Community Health Center is the portion of the Community which is licensed to provide assisted living, skilled nursing care, and specialized care for dementia or related disorders (collectively "Health Center Level Services"). The Community Health Center is staffed by licensed nursing personnel 24 hours a day.

**5.2 Alternate Accommodations.** You will be given priority over non-residents for admission to the Community Health Center. In the event the Community Health Center is fully occupied when you are determined appropriate for admission, you agree to relocate to an alternate health care facility that provides services similar to the Community Health Center (a "Comparable Facility"). Upon your relocation to a Comparable Facility, you shall continue to be responsible for the Monthly Fee (unless your Residence is surrendered). We will not be responsible for the charges associated with the Comparable Facility.

**5.3 Thirty (30) Annual Days of Assisted Living or Nursing Care in the Community Health Center.** You are eligible to receive thirty (30) annual days of assisted living or nursing care (non-cumulative) in the Community Health Center (while you are a resident of your Residence), without paying the appropriate Health Center per diem charge. In the case of Joint Residents, each of you will receive thirty (30) annual days, but the days cannot be combined and used by only one of you, and unused days cannot be carried over to subsequent years. You are required to pay any charges for physician services and any additional health services as outlined in Section 5.10. Once you are permanently assigned to the Health Center, you no longer qualify for the thirty (30) annual days.

**5.4 Transfer to Health Center Level Services.** In the event your physical or mental health is determined by us to be appropriate for Health Center Level Services, you agree to relocate to the Community Health Center or a Comparable Facility. Such a determination will be made by us after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.5 Temporary Assignment to the Community Health Center.** In the event you require temporary care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.4, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. In addition, you will continue to pay the Monthly Fee for your Residence.

**5.6 Permanent Assignment to Health Center Level Services.** In the event you require permanent assisted living or nursing care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.3, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. If you are determined appropriate for Health Center Level Services, and are admitted or relocated to the Community Health Center or a Comparable Facility, you will be required to surrender the Residence to us. We shall have the right to reassign the Residence for occupancy by others except as provided in Section 4.12. Release of the Residence due to your permanent assignment to the Community Health Center or to a Comparable Facility does not qualify you for reimbursement of the Entrance Fee, unless this Agreement is canceled.

Once the Residence is surrendered, you will no longer be obligated to pay the Monthly Fee for the Residence.

**5.7 Relocation within the Community Health Center.** We reserve the right to relocate you to a different level of care within the Community Health Center if you require such care. Such relocation will be made after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.8 Return to Residence.** If we subsequently determine, in consultation with your attending physician, your personal representative and you to the extent possible, that you can resume occupancy in a residence equivalent to the residence you previously

occupied, you shall have the right to relocate to such equivalent residence as soon as one is available. Upon reoccupying a residence, your Monthly Fee will be based on the then-current Monthly Fee for the residence.

**5.9 Medical Director, Attending Physician, and Additional Health Services.** We have designated a licensed physician to serve as Medical Director of the Community Health Center. You are required to have a local attending physician. You may engage the services of the Medical Director at your expense. We will not be responsible for the charges for medical treatment or services by the Medical Director or your attending physician, nor will we be responsible for the charges for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment.

**5.10 Advanced Charges for Medical Treatment.** In the event we incur or advance payment for your medical treatment or for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment (even in the event such medical care is given at the direction of your attending physician or the Medical Director without your prior approval), you shall promptly reimburse us for such payments. Upon cancellation of this Agreement for any reason, any amounts due to us under this Section 5.11 shall be offset against any repayment of the Entrance Fee.

**5.11 Medicare and Health Insurance.** When age eligible, you are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Community

Health Center or a Comparable Facility. You shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified admission and stay in the Community Health Center or a Comparable Facility. If you are eligible to receive the thirty (30) annual days of care in the Community Health Center as provided in Section 5.3 and your stay in the Community Health Center is a Medicare-qualified stay, such thirty (30) annual days will be applied after the expiration of your Medicare-qualified stay providing you have Medicare Part A, Medicare Part B and acceptable supplemental health insurance or equivalent insurance coverage.

If you are not eligible for Medicare, you shall maintain health insurance coverage acceptable to us and shall furnish us with evidence of such coverage upon our request. Should your health insurance not fully cover your stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each admission and stay in the Community Health Center or a Comparable Facility.

If failure to maintain Medicare Part A, Medicare Part B, supplemental health insurance or other health insurance coverage causes depletion of your resources and impairs your

ability to meet your financial obligations, we need not defer your financial obligations to us as outlined in Section 7.1, and we retain the right to revoke your right to reside at the Community and cancel the Residency Agreement as provided in Section 9.

**5.12 Managed Care.** If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms of this Agreement governing nursing care will include the following provisions:

**5.12.1 Participating Provider.** If the Community Health Center is a participating provider with your managed care program and your stay is a Medicare-qualified stay, the Community agrees to be reimbursed at the rate negotiated with your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.2 Not a Participating Provider.** If the Community Health Center is not an approved participating provider with your managed care program and you choose to receive health care services at a managed care participating provider, then you agree that you must relocate for as long as necessary for those services to be provided, and be responsible for all charges for health care services. In addition, while receiving health care services at the managed care participating provider, you agree that unless this Agreement is canceled, you will continue to pay the Monthly Fee for your Residence, unless your Residence has been surrendered to us. Such a stay at a managed care participating provider other than the Community Health Center will not reduce the number of days of care that you

are eligible to receive without extra charge pursuant to Section 5.3.

**5.12.3 Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and your stay is a Medicare-qualified stay, we will use our best effort to negotiate a reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we agree to accept as full payment the rate provided by your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.3.

**5.12.4 No Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and a negotiated rate is not agreed upon and you would still like to receive health care in the Community Health Center during a Medicare-qualified stay, then each day of your stay in the Community Health Center will reduce by one day the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4. During any such Medicare-qualified stay in the Community Health Center, you agree that you will continue to pay the Monthly Fee, unless your Residence has been surrendered to us, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment. If at any time during any such Medicare-qualified stay in the Community Health Center you are no longer eligible to receive any of the days of care provided for in Section 5.4, then you agree to pay the per diem rate for your care in the Community Health Center, the charges for medication, prescribed therapy, medical

treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment, and the Monthly Fee for your Residence, unless your Residence has been surrendered to us.

**5.12.5 Post Medicare-Qualified Stay.** At the conclusion of each such Medicare-qualified stay, you will be entitled to health care in the Community Health Center in accordance with the terms of this Agreement other than as provided in this Section 5.13, as adjusted to reflect any reduction during such stay in the number of days of care that you are eligible to receive without extra charge as provided in Section 5.4.

**5.13 Transfer to Hospital or Other Care Facility.** If we determine after consultation with your attending physician, your personal representative and you to the extent possible, that you need care beyond that which the Community Health Center is licensed to provide, you will be transferred to a hospital or other care facility. We shall not be responsible for any charges associated with the transfer and health care expenses or charges incurred by you after such a transfer. You shall continue to pay the Monthly Fee until your Residence is surrendered.

**5.14 Community Health Center Admission Agreement.** If you require care in the Community Health Center, you agree to enter into a separate Community Health Center Admission Agreement to be signed by you and us.

**5.15 Under Age 60.** If you are under the age of 60 when you occupy your Residence under this Agreement, you are not eligible to receive thirty (30) annual days of nursing care in the Community Health Center as described in Section 5.3 until you attain the age of 60. During this time, you will be

entitled to Health Center Level Services at the then-current rate being charged to non-residents until age 60.

## **6. REPRESENTATIONS.**

**6.1 Our Representations.** We represent and warrant that we are a nonprofit corporation and that we do not propose to operate at a profit. We are exempt from payment of Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. We are affiliated with The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina. The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina are not responsible for our financial or contractual obligations.

**6.2 Your Representations.** You represent and warrant that the representations made in the application for residency, your personal health history, and the confidential financial statement are true and correct and may be relied upon by us as a basis for your acceptance for residency at the Community. You also represent and warrant that you have not made any gift of your property in contemplation of the execution of this Agreement.

## **7. PROMISES.**

**7.1 Our Promises.** It is and shall be our declared policy to operate as a nonprofit organization. We will not cancel this Agreement without just cause as specified in Section 9. Further, we shall not cancel this Agreement solely by reason of your financial inability to pay the full Monthly Fee or the per diem charge for care in the Community Health Center. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets

other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance, or other health insurance after assuming occupancy. You shall be permitted to remain at the Community for a reduced fee based on your ability to pay for as long as you establish facts to justify deferment of such charges and when deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis for the benefit of the residents.

**7.2 Your Promises.** You agree to comply with all policies and procedures of the Community as now existing or as hereafter amended; to pay the Entrance Fee, Monthly Fee, and any other charges as provided in this Agreement; to not impair your ability to meet the financial obligations under this Agreement by transferring assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance or other health insurance, without our consent, and to abide by all other terms of this Agreement.

## **8. CANCELLATION BY RESIDENT.**

**8.1 Right of Rescission.** Within thirty (30) days following the later of the execution of this Agreement by you or the receipt of a Disclosure Statement from us, you may rescind this Agreement by giving us written notice. You shall not be required to move into the Residence prior to the expiration of the thirty (30) day rescission period. Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.2.

**8.2 Cancellation Prior to Occupancy.** You may cancel this Agreement for any reason at any time before you move into the Community by giving us written notice

signed by you (both of you in the case of Joint Residents). Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.3 or 10.4. If you die prior to occupying the Residence or if, on account of illness, injury or incapacity, you are precluded from occupying the Residence under the terms of this Agreement, this Agreement will automatically cancel. Repayment of the Entrance Fee shall be as outlined in Section 10.3.

**8.3 Cancellation Due to Residence Not Available.** You may cancel this Agreement upon written notice to us if we have not made the Residence available to you for occupancy within twenty-four (24) months from the date we execute this Agreement. Refund of the Entrance Fee shall be as outlined in Section 10.7

**8.4 Cancellation After Occupancy.** You may cancel this Agreement for any reason after moving into the Community by giving us thirty (30) days' prior written notice of cancellation, which shall be effective and irrevocable upon delivery. Cancellation shall occur thirty (30) days after written notice is delivered, and you must vacate the Residence within the thirty (30) days. You are obligated to pay the Monthly Fee during the thirty (30) days. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

**8.5 Cancellation Due to Death After Occupancy.** This Agreement will automatically cancel upon your death (the death of the surviving Resident in the case of Joint Residents). After such automatic cancellation, your personal representative will have thirty (30) days from the date of your death to remove your personal property from the Residence. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

## **9. CANCELLATION BY US.**

**9.1 Cancellation Upon Notice.** We may, upon notice and opportunity to cure as hereinafter provided, cancel this Agreement for just cause. Just cause shall include the occurrence of any of the following events (hereinafter referred to as a "Default"):

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us.

**9.1.2 Misrepresentation.** You misrepresent yourself or fail to disclose information during the residency process.

**9.1.3 Nonpayment.** You fail to pay any charges to us, subject to the provisions of Section 7.1, within sixty (60) days of the date when such charges are due.

**9.1.4 Threat to Health or Safety.** Your health status or behavior constitutes a substantial threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation or behavior that would result in physical damage to the property of others.

**9.1.5 Change in Condition.** There is a major change in your physical or mental condition and your condition cannot be cared for in the Community Health Center within the limits of our license.

**9.2 Default Notice.** Prior to cancellation for any Default described in Section 9.1.1, 9.1.2 or 9.1.3 above, we shall give you notice in writing of such Default, and you shall have at least thirty (30) days thereafter within which to correct such Default. No Default shall eliminate your obligation to pay

the Monthly Fee until cancellation. If you correct such Default within such time, this Agreement shall not be canceled. If you fail to correct such Default within such time, this Agreement shall cancel at the expiration of such thirty (30) days.

In the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5 above, if we or the Medical Director determines that either the giving of notice of Default or the lapse of time as above provided might be detrimental to you or others, then such notice and/or waiting period prior to cancellation shall not be required. Also, in the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5, we are expressly authorized by you to transfer you to an appropriate hospital or other facility, and we will promptly notify your personal representative or attending physician.

## **10. REPAYMENT OF ENTRANCE FEE.**

**10.1 Nonacceptance by Us.** If we do not accept you for residency at the Community, the full amount of the Entrance Fee you have paid will be promptly repaid to you, with interest.

**10.2 Right of Rescission.** If you rescind this Agreement as provided in Section 8.1, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days of our receipt of the written notice of rescission.

**10.3 Cancellation Prior to Occupancy Due to Death, Illness, Injury, Incapacity, or Change in Financial Condition.** If, prior to occupancy, you die or you cancel this Agreement because of illness, injury, incapacity, or change in your financial condition, you or your estate will receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.4 Cancellation Prior to Occupancy for Other Reasons.** If you cancel this Agreement for reasons other than those stated in Section 10.3 above, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.5 Cancellation After Occupancy.** In the event you or we cancel this Agreement after occupancy or in the event of your death (the death of the survivor in the case of Joint Residents), you or your estate will be reimbursed ninety-six percent (96%) of the total Entrance Fee paid upon residency, less an amount equal to two percent (2%) for each month of residency for up to twenty-three (23) months. Subject to our offset rights outlined in Section 10.6, the repayment of the



Entrance Fee will not be less than fifty percent (50%). Such repayment will be paid, without interest, within sixty (60) days after your Residence has been reserved by a new resident and our receipt of the full amount of the Entrance Fee paid by such new resident. In the event your Residence is not reserved by a new resident, such repayment will be paid, without interest, within twenty-four (24) months from the date cancellation of your Residency Agreement becomes effective.

**10.6 Offset Against Entrance Fee Repayment.** In the event of cancellation of this Agreement after occupancy as described in Section 10.5 above, we will offset against any Entrance Fee repayment due to you the following:

**10.6.1** The amount of any Monthly Fees or other charges deferred by us on your behalf under Section 7.1; and

**10.6.2** Any health care expenses incurred on your behalf and other amounts payable to us, which remain unreimbursed; and

**10.6.3** Any charges incurred to restore the Residence to good condition, normal wear and tear excepted, as outlined in Section 4.11; and

**10.6.4** Any charges incurred as a result of non-standard features added to the Residence at your request as outlined in Exhibit A or in a separate addendum to this Agreement.

**10.7 Availability of the Residence.** If the Residence is not available to you for occupancy within twenty-four (24) months from the date we execute this Agreement, you may cancel this Agreement upon written notice to us. In such event, the full amount of the

Entrance Fee you have paid will be refunded to you, without interest, within thirty (30) days from the date we receive your notice of cancellation.

## **11. MISCELLANEOUS.**

**11.1 Nature of Rights.** You understand and agree that (i) this Agreement or your rights (including the use of the Residence) under it may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to receipt of the amounts described in Section 10; (ii) this Agreement and your contractual right to occupy the Community will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you a revocable right to occupy and use space in the Community but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of the Community.

**11.2 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain at your own expense insurance to protect against such losses.

**11.3 Amendment.** This Agreement may be amended by agreement of the parties

to this Agreement. No amendment of this Agreement shall be valid unless in writing and signed by you and us.

**11.4 Law Changes.** This Agreement may be modified by us at any time in order to comply with applicable laws or regulations. Further, we may change any part of the Community, including the Residence, to meet the requirements of any applicable law or regulation.

**11.5 Entire Agreement.** This Agreement and any addenda or amendments thereto contain our entire understanding with respect to your residency at the Community.

**11.6 Monthly Statement.** You shall receive a monthly statement from us showing the total amount of fees and other charges owed by you, which shall be paid by the tenth (10<sup>th</sup>) day of each month.

**11.7 Responsible Party for Business and Financial Decision Making.** Within sixty (60) days after assuming residency at the Community, you agree to execute and deliver to us a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and shall be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Community.

**11.8 Disposition of Furniture, Possessions, and Property.** Within sixty (60) days after the date of residency, you agree to make provision by will or otherwise for the

disposition of all of your furniture, property, and possessions located on the premises of the Community.

**11.9 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, promises, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, promises, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**11.10 Notices.** Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the Executive Director of the Community at 700 South Holden Road; Greensboro, North Carolina 27407. Such notices shall be dated and signed.

Any notice required to be given to you shall be delivered to you at the Community or at such other place as you shall designate to us in writing. All notices mailed in accordance with this Section shall be deemed to be given when mailed whether or not they are actually received.

**11.11 Indemnity.** We will not be liable for and you agree to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission or that of your guests.

**11.12 Separability.** The invalidity of any restriction, condition or other provision of this Agreement, or any part of the same, shall

not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**11.13 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering the Community, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender or lenders such further written evidence of such subordination as such lenders may reasonably require. Except to the extent of your obligation to pay the Monthly Fee and Second Person Monthly Fee, you shall not be liable for any such indebtedness.

**11.14 Capacity.** This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent or employee of ours shall have any personal liability hereunder to you under any circumstances. This Agreement will become effective upon acceptance and signature by us.

**11.15 Resident.** In the case of Joint Residents, the rights and obligations of each are joint and several except as the context of this Agreement otherwise requires.

**11.16 Reimbursement for Loss or Damage.** You or your responsible party, if applicable, agree to reimburse us for any loss or damage to the Community caused by your intentional, careless, or negligent acts or omissions or that of your guests.

**11.17 Reimbursement of Charges.** You agree to reimburse us for any charges we incur to collect any unpaid amounts you owe to us under this Agreement.

**11.18 Transfers.** We may sell or transfer our interest in the Community pro-

vided the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Community and its agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. Your signature hereto constitutes your consent and approval of any such future transaction.

**11.19 Private Employee of Resident.** If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency (personal service provider). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding personal service providers, and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in our policy. If you fail to follow or enforce the policies and rules set forth therein, then we may elect, at our sole option, to cancel this Agreement.

**11.20 Tax Considerations.** You should consult with your tax advisor regarding the tax considerations associated with this Agreement.

**11.21 Management.** We have engaged the services of Life Care Services LLC to manage the Community. We are not affiliated with Life Care Services nor is Life Care Services responsible for our contractual or financial obligations or the contractual or financial obligations of the Community.

**11.22 Governing Law.** This Agreement will be governed, interpreted and construed according to the laws of the State of North Carolina.

**11.23 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 11.11, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Community, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**11.24 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement.

## **12. ARBITRATION.**

**12.1 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages for personal injury or wrongful death based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any contract from requiring prior agreement of the parties to arbitrate alleged negligent health care claims. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**12.2 Arbitration for Other Claims.** You agree that any dispute, claim or controversy of any kind (except for those disputes, claims or controversies arising under Section 12.1 above) between the parties arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved

by mutual agreement or in small claims court, will be submitted to and determined by arbitration in Guilford County, North Carolina in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Community, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

**12.3 Withdrawal of Agreement to Arbitrate.** You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to us.

**12.4 Binding Effect of Arbitration.** This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

Executed this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
Witness

Approved this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

**THE MASONIC AND EASTERN STAR  
HOME OF NORTH CAROLINA, INC.  
d/b/a WhiteStone: A Masonic & Eastern  
Star Community**

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

Attachment: Exhibit A



50% Return of Capital Residency Agreement for  
Expansion Residences (2019-05-01) .doc

**Exhibit A**

| <b>Non-Standard Features Added at Resident's Request:</b> | <b>Amount</b> |
|---|---------------|
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
| <b>Total of Non-Standard Features</b>                     | \$            |

**Initials** \_\_\_\_\_  
**Community**

\_\_\_\_\_  
**Resident(s)**

# **EXHIBIT 10**

## **90% Return-of-Capital™ Residency Agreement for Expansion Residences**



**700 South Holden Road  
Greensboro, North Carolina 27407  
(336) 299-0031**

**90% Return of Capital  
Residency Agreement  
(For Expansion Residences)**

05/01/2019



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Exhibit A – Non-Standard Features Added at Resident's Request

**WHITESTONE: A MASONIC & EASTERN STAR COMMUNITY  
90% RETURN OF CAPITAL  
RESIDENCY AGREEMENT  
(FOR EXPANSION RESIDENCES)**

**RECITALS:**

**A. Provider.** The Masonic and Eastern Star Home of North Carolina, Inc., a non-profit corporation (hereafter "we" or "us" or "our"), is the provider of a continuing care retirement community known as WhiteStone: A Masonic & Eastern Star Community (the "Community") located in Greensboro, North Carolina.

**B. Resident.** \_\_\_\_\_ ("Resident" or "you" or "your", or when two people ("Joint Residents") are named in this Agreement, each of them and the survivor of them, except as otherwise indicated) wishes to live at the Community and to enjoy, consistent with the rights, welfare and contentment of the other residents, the facilities and services provided by the Community.

**C. Requirements for Residency.** Except as waived by us after full disclosure, we require that Resident be at least sixty (60) years of age or applying for the same Residence with a Joint Resident who is sixty (60) or older, be capable of meeting the requirements of occupancy with or without reasonable accommodation and/or reasonable modification, and have sufficient assets and income, all as are specified in our Residency Policy.

**NOW, THEREFORE,** this Agreement is made and entered into between us and Resident as a commitment by Resident and us to the terms and conditions hereinafter set forth.

**1. THE RESIDENCE.** We agree to make available to you, for as long as you live and subject to the terms of this Agreement, a room, studio, apartment or cottage at the Community described as follows: \_\_\_\_\_, \_\_\_\_\_ no. \_\_\_\_\_ (hereafter "Residence"), and to provide, for your lifetime, the services and amenities described in Section 3.1 below. You may select certain options and custom features in the Residence at an extra charge, which shall not be subject to any repayment provision herein. Any such options and custom features selected and paid for by you will become our property. Such options and custom features must be approved by the Executive Director of the Community prior to adding them to the Residence. The Executive Director of the Community has consented to your request to add the non-standard features set forth on Exhibit A to the Residence, and you agree to pay the amount(s) set forth on Exhibit A to cover the additional charges for these features.

**2. CHARGES FOR RESIDENCE AND PRIMARY SERVICES.**

**2.1 Application Fee.** Prior to or upon execution of this Agreement, you will pay to us an Application Fee of \$ \_\_\_\_\_. The Application Fee will be used by us to process your application for residency and is non-refundable.

**2.2 Entrance Fee.** In order to reside at the Community for life, subject to this Agreement, and to receive the services

described below, you agree to pay to us (in addition to the Monthly Fee described below) an Entrance Fee in the amount of \$\_\_\_\_\_. The total amount of the Entrance Fee shall be payable as follows:

**2.2.1** Ten percent (10%) of the total Entrance Fee or \$\_\_\_\_\_ is due and payable upon your execution of this Agreement. We will apply any Priority Fee you have paid against the Entrance Fee deposit.

**2.2.2** The balance of \$\_\_\_\_\_ (ninety percent (90%) of the Entrance Fee) shall be paid on the earlier of (i) the date you assume occupancy at the Community or (ii) within thirty (30) days from the date you are notified that the Residence is ready for occupancy.

**2.3 Monthly Fee.** You are obligated to begin paying a Monthly Fee (or a pro rata portion thereof) on the earlier of (i) date you assume occupancy at the Community or (ii) within thirty (30) days from the date you are notified that the Residence is ready for occupancy. Thereafter, the Monthly Fee shall be paid by the tenth (10<sup>th</sup>) day of each month during the term of this Agreement. The Monthly Fee is initially set at a specific amount that can be increased as described in Section 2.6 below. A "Second Person Monthly Fee" shall become part of the Monthly Fee and shall be paid if two persons are Joint Residents under this Agreement. If there are Joint Residents under this Agreement and one Joint Resident dies, the Second Person Monthly Fee shall cease and the remaining Resident shall continue to pay the Monthly Fee without the Second Person Monthly Fee component.

**2.4 Initial Monthly Fee.** The initial Monthly Fee payable by you is \$\_\_\_\_\_ per month and an additional \$\_\_\_\_\_ per month as a Second Person Monthly Fee component of the Monthly Fee if two persons reside as Joint Residents pursuant to this Agreement.

**2.5 Continuance of Monthly Fee.** The Monthly Fee will continue until (i) your death (in the case of Joint Residents, the death of the surviving Resident), or (ii) surrender of your Residence due to your permanent assignment to Health Center Level Services (as defined in Section 5.1), or (iii) the cancellation of this Agreement as outlined in Sections 8 and 9. If this Agreement is canceled on a date other than the last day of the month, the amount of the Monthly Fee shall be prorated to the date of cancellation. If you have paid more than the prorated Monthly Fee, we will repay the excess amount to you within thirty (30) days after the date of cancellation.

**2.6 Increase in Monthly Fee.** The Monthly Fee is paid to us to provide the services and amenities described in this Agreement, and is intended to meet the expenses associated with the operation of the Community. We may increase the Monthly Fee (which includes the Second Person Monthly Fee where applicable) upon thirty (30) days' written notice if we, in our sole discretion, deem it necessary to meet the financial needs of the Community or to provide services to the Residents.

**2.7 Reduction in Monthly Fee Due to Absence.** If you are absent from the Community for more than seven (7) consecutive days, you will be eligible for a Monthly Fee credit equivalent to the costs of meals paid for and not consumed. You are required to notify us in advance of your

absence in order to qualify for the Monthly Fee credit.

**2.8 Reserve Funds.** The amount of the Monthly Fee is and will continue to be affected by our policy of maintaining reserve funds for the financial security of the Community.

**2.9 Late Payment Charge.** We may charge a one percent (1%) late payment charge per month on any Monthly Fees or extra charges that have not been paid within thirty (30) days of receipt of a monthly statement from us.

### **3. DESCRIPTION OF PRIMARY AND SUPPLEMENTAL SERVICES.**

**3.1 Services Provided for the Monthly Fee.** We will provide you, in consideration for the Monthly Fee referred to above, the following services and amenities at the Community:

- As of the date you executed this Agreement the monthly Dining Allocation is \$\_\_\_\_\_ per month. Each Resident will receive the monthly Dining Allocation as part of the Monthly Fee and Second Person Monthly Fee, to be applied toward dining charges in the main dining room, other designated dining areas, or for other food and beverage services. This Dining Allocation may be expended by you, or with your permission, your guests. Each month, you will be charged for any dining charges in excess of your Dining Allocation. Any unused Dining Allocation at the end of a month can be carried over up to thirty (30) days, but will expire after such thirty (30) days. Your monthly Dining Allocation will be adjusted annually to reflect changes in food service expenses;

- Water, sewer, air conditioning, heating, electricity, trash removal, municipal services, basic cable, and Wi-fi internet. The Resident is responsible for the charges related to telephone;
- Access to one unassigned parking stall (other spaces, if available, may be provided for an additional fee);
- Building and grounds maintenance;
- Bi-weekly housekeeping service;
- Availability of laundry facilities so that you may wash and dry personal laundry;
- Planned activities -- social, educational, cultural, recreational, and spiritual -- for those who wish to participate;
- Services of an activities director;
- Use of the Community's common areas and amenities during scheduled hours -- central dining room, chapel, library, mail boxes, lounges, arts and crafts room, exercise areas, community garden, dog park, fellowship hall, and woodworking shop;
- Carpeting (except in the kitchen and bath where there is other floor covering);
- A kitchen, including refrigerator with icemaker, range/oven, garbage disposal, dishwasher, and microwave;
- Local transportation scheduled by us;
- Twenty-four (24) hour emergency call monitoring in your Residence by nursing staff;
- Guest parking areas;
- Fire detection system;
- Security for buildings and grounds;
- Health Center Level Services, for thirty (30) free annual days of care (see Section 5 for additional details).

**3.2 Supplemental Services Provided for an Extra Charge.** Supplemental services, when available, will be provided at extra charge and are described below:

- Additional meals in the dining room over those provided in consideration for the Monthly Fee;
- Guest accommodations, if available;
- Certain other supplies and services such as medicine, drugs, prescribed therapy, Health Center Medical Director, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment;
- Other optional services related or unrelated to care in the Health Center as approved by us;
- Personal laundry service;
- Guest meals;
- Additional housekeeping services;
- Special events transportation;
- Extended dietician services when ordered by your attending physician or dietician services not ordered by your attending physician;
- Tray service to your Residence when ordered by your attending physician, the Health Center Medical Director, the Health Center director of nursing, assistance-in-living director or resident services director;
- Health Center Level Services beyond the thirty (30) free annual days of care.

#### **4. TERMS OF RESIDENCY.**

**4.1 Use of the Residence.** The Residence is for living only and will not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and grants you only a lifetime use of the Residence and other facilities of the Community and to available services, subject to the terms and conditions of this Agreement.

**4.2 Duration of Your Right to Occupy the Residence.** You may reside in your Residence for as long as you (or either of

you in the case of Joint Residents) live unless you (both of you in the case of Joint Residents) are not capable of occupancy as set forth in our Residency Policy, or this Agreement is canceled by you or by us. A copy of our current Residency Policy, outlining the age, health and financial requirements for residency, is available for review in the Community Marketing Office. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that assisted living, skilled nursing care, or specialized care for dementia or related disorders be given, you will be requested to relocate to the Community Health Center where we are licensed to provide such care.

#### **4.3 Occupants of the Residence.**

Except as hereinafter provided, no person other than you (both of you in the case of Joint Residents) may occupy the Residence. In the event that a second person who is not a party to this Agreement is accepted for residency in the Residence at a time subsequent to the date hereof (said acceptance to be in accordance with our current Residency Policy), an Entrance Fee in an amount to be determined by us (which will be no more than one-half of the then-current Entrance Fee for the Residence) shall be paid upon residency, and each month thereafter, the then-current Second Person Monthly Fee shall be paid as part of the Monthly Fee. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than thirty (30) days, except with our express written approval.

If the Resident marries a person who is also a resident of the Community, and should they decide to occupy one residence as Joint Residents, they must declare which residence will be occupied and which residence will be

surrendered. The repayment due for the surrendered residence, if any, will be provided pursuant to the Entrance Fee repayment terms in the residency agreement of the surrendered residence.

**4.4 Guests.** Guests are welcome to stay in your Residence for short stays not to exceed ten (10) consecutive days. Such stay shall not, in the opinion of the Executive Director, adversely affect the operation of the Community or be inconsistent with the welfare of other residents.

**4.5 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from such liability.

**4.6 Insurance.** You are required at your own expense to carry personal property insurance and liability insurance. If requested by us, you agree to provide us with proof of such insurance coverage.

**4.7 Removal and Storage of Resident's Personal Property.** Your personal property must be removed from the Residence within thirty (30) days following any of the following dates: (i) the date of your death (if Joint Residents, the date of death of the surviving Resident), (ii) the date notice of cancellation is delivered by you or us pursuant to Section 8 or 9, or (iii) the date notice is delivered to you of your permanent assignment or transfer to the Community Health Center or a Comparable Facility for Health Center Level Services (see definitions in Sections 5.1 and 5.2). If your personal property has not been removed from the Residence within such thirty (30) day period, then we may, in our sole discretion, either charge you an additional Monthly Fee for each month thereafter during

which such personal property remains in the Residence or remove and store such personal property at the expense and risk of you or your estate. In the event of your death, while you are a resident of the Community under this Agreement, only the executor(s) named in your Will will be allowed to remove or dispose of your furnishings and belongings in your living accommodation and any related storage areas at the Community. Members of your family or those to whom you have granted Power of Attorney will not be allowed access to your personal property after your death, unless they are the executor(s) named in your Will.

**4.8 Furnishings.** Furnishings within the Residence provided by you shall not be such as to interfere with the health, safety or general welfare of you, other residents, or others.

**4.9 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health and safety or the health and safety of other residents. If relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another residence within the Community, or to the Community Health Center or a Comparable Facility (as defined in Section 5.2) for the protection of your health or safety or for the health or safety of the other residents of the Community.

**4.10 Alterations by You.** You may not undertake any alterations to your Residence without our prior written approval, as set forth in a separate addendum to this Agreement.

**4.11 Condition of Residence.** Upon vacating the Residence, you agree to leave it in good condition, except for normal



wear and tear. You shall be liable to us for any charges incurred to restore your Residence to good condition, normal wear and tear excepted.

**4.12 Rights of Second Single Resident.** When two Joint Residents reside in a single Residence under this Agreement, upon the death or permanent assignment of one Resident to the Community Health Center Level Services, or other inability to continue residing in the Residence, the remaining Resident may continue to reside in the Residence under the terms of this Agreement and shall pay the Monthly Fee.

## **5. THE COMMUNITY HEALTH CENTER.**

**5.1 Description.** The Community Health Center is the portion of the Community which is licensed to provide assisted living, skilled nursing care, and specialized care for dementia or related disorders (collectively "Health Center Level Services"). The Community Health Center is staffed by licensed nursing personnel 24 hours a day.

**5.2 Alternate Accommodations.** You will be given priority over non-residents for admission to the Community Health Center. In the event the Community Health Center is fully occupied when you are determined appropriate for admission, you agree to relocate to an alternate health care facility that provides services similar to the Community Health Center (a "Comparable Facility"). Upon your relocation to a Comparable Facility, you shall continue to be responsible for the Monthly Fee (unless your Residence is surrendered). We will not be responsible for the charges associated with the Comparable Facility.

**5.3 Thirty (30) Annual Days of Assisted Living or Nursing Care in the Community Health Center.** You are eligible to receive thirty (30) annual days of assisted living or nursing care (non-cumulative) in the Community Health Center (while you are a resident of your Residence), without paying the appropriate Health Center per diem charge. In the case of Joint Residents, each of you will receive thirty (30) annual days, but the days cannot be combined and used by only one of you, and unused days cannot be carried over to subsequent years. You are required to pay any charges for physician services and any additional health services as outlined in Section 5.10. Once you are permanently assigned to the Health Center, you no longer qualify for the thirty (30) annual days.

**5.4 Transfer to Health Center Level Services.** In the event your physical or mental health is determined by us to be appropriate for Health Center Level Services, you agree to relocate to the Community Health Center or a Comparable Facility. Such a determination will be made by us after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.5 Temporary Assignment to the Community Health Center.** In the event you require temporary care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.3, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. In addition, you will continue to pay the Monthly Fee for your Residence.

**5.6 Permanent Assignment to Health Center Level Services.** In the event you require permanent assisted living or nursing care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.3, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. If you are determined appropriate for Health Center Level Services, and are admitted or relocated to the Community Health Center or a Comparable Facility, you will be required to surrender the Residence to us. We shall have the right to reassign the Residence for occupancy by others except as provided in Section 4.12. Release of the Residence due to your permanent assignment to the Community Health Center or to a Comparable Facility does not qualify you for reimbursement of the Entrance Fee, unless this Agreement is canceled.

Once the Residence is surrendered, you will no longer be obligated to pay the Monthly Fee for the Residence.

**5.7 Relocation within the Community Health Center.** We reserve the right to relocate you to a different level of care within the Community Health Center if you require such care. Such relocation will be made after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.8 Return to Residence.** If we subsequently determine, in consultation with your attending physician, your personal representative and you to the extent possible, that you can resume occupancy in a residence equivalent to the residence you previously

occupied, you shall have the right to relocate to such equivalent residence as soon as one is available. Upon reoccupying a residence, your Monthly Fee will be based on the then-current Monthly Fee for the residence.

**5.9 Medical Director, Attending Physician, and Additional Health Services.** We have designated a licensed physician to serve as Medical Director of the Community Health Center. You are required to have a local attending physician. You may engage the services of the Medical Director at your expense. We will not be responsible for the charges for medical treatment or services by the Medical Director or your attending physician, nor will we be responsible for the charges for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment.

**5.10 Advanced Charges for Medical Treatment.** In the event we incur or advance payment for your medical treatment or for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment (even in the event such medical care is given at the direction of your attending physician or the Medical Director without your prior approval), you shall promptly reimburse us for such payments. Upon cancellation of this Agreement for any reason, any amounts due to us under this Section 5.11 shall be offset against any repayment of the Entrance Fee.

**5.11 Medicare and Health Insurance.** When age eligible, you are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Community

Health Center or a Comparable Facility. You shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified admission and stay in the Community Health Center or a Comparable Facility. If you are eligible to receive the thirty (30) annual days of care in the Community Health Center as provided in Section 5.3 and your stay in the Community Health Center is a Medicare-qualified stay, such thirty (30) annual days will be applied after the expiration of your Medicare-qualified stay providing you have Medicare Part A, Medicare Part B and acceptable supplemental health insurance or equivalent insurance coverage.

If you are not eligible for Medicare, you shall maintain health insurance coverage acceptable to us and shall furnish us with evidence of such coverage upon our request. Should your health insurance not fully cover your stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each admission and stay in the Community Health Center or a Comparable Facility.

If failure to maintain Medicare Part A, Medicare Part B, supplemental health insurance or other health insurance coverage causes depletion of your resources and impairs your

ability to meet your financial obligations, we need not defer your financial obligations to us as outlined in Section 7.1, and we retain the right to revoke your right to reside at the Community and cancel the Residency Agreement as provided in Section 9.

**5.12 Managed Care.** If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms of this Agreement governing nursing care will include the following provisions:

**5.12.1 Participating Provider.** If the Community Health Center is a participating provider with your managed care program and your stay is a Medicare-qualified stay, the Community agrees to be reimbursed at the rate negotiated with your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care you are eligible to receive without extra charge pursuant to Section 5.3.

**5.12.2 Not a Participating Provider.** If the Community Health Center is not an approved participating provider with your managed care program and you choose to receive health care services at a managed care participating provider, then you agree that you must relocate for as long as necessary for those services to be provided, and be responsible for all charges for health care services. In addition, while receiving health care services at the managed care participating provider, you agree that unless this Agreement is canceled, you will continue to pay the Monthly Fee for your Residence, unless your Residence has been surrendered to us. Such a stay at a managed care participating provider other than the Community Health Center will not reduce the number of days of care that you

are eligible to receive without extra charge pursuant to Section 5.3.

**5.12.3 Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and your stay is a Medicare-qualified stay, we will use our best effort to negotiate a reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we agree to accept as full payment the rate provided by your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.3.

**5.12.4 No Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and a negotiated rate is not agreed upon and you would still like to receive health care in the Community Health Center during a Medicare-qualified stay, then each day of your stay in the Community Health Center will reduce by one day the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4. During any such Medicare-qualified stay in the Community Health Center, you agree that you will continue to pay the Monthly Fee, unless your Residence has been surrendered to us, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment. If at any time during any such Medicare-qualified stay in the Community Health Center you are no longer eligible to receive any of the days of care provided for in Section 5.4, then you agree to pay the per diem rate for your care in the Community Health Center, the charges for medication, prescribed therapy, medical

treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment, and the Monthly Fee for your Residence, unless your Residence has been surrendered to us.

**5.12.5 Post Medicare-Qualified Stay.** At the conclusion of each such Medicare-qualified stay, you will be entitled to health care in the Community Health Center in accordance with the terms of this Agreement other than as provided in this Section 5.13, as adjusted to reflect any reduction during such stay in the number of days of care that you are eligible to receive without extra charge as provided in Section 5.3.

**5.13 Transfer to Hospital or Other Care Facility.** If we determine after consultation with your attending physician, your personal representative and you to the extent possible, that you need care beyond that which the Community Health Center is licensed to provide, you will be transferred to a hospital or other care facility. We shall not be responsible for any charges associated with the transfer and health care expenses or charges incurred by you after such a transfer. You shall continue to pay the Monthly Fee until your Residence is surrendered.

**5.14 Community Health Center Admission Agreement.** If you require care in the Community Health Center, you agree to enter into a separate Community Health Center Admission Agreement to be signed by you and us.

**5.15 Under Age 60.** If you are under the age of 60 when you occupy your Residence under this Agreement, you are not eligible to receive thirty (30) annual days of nursing care in the Community Health Center as described in Section 5.3 until you attain the age of 60. During this time, you will be

entitled to Health Center Level Services at the then-current rate being charged to non-residents until age 60.

## **6. REPRESENTATIONS.**

**6.1 Our Representations.** We represent and warrant that we are a nonprofit corporation and that we do not propose to operate at a profit. We are exempt from payment of Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. We are affiliated with The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina. The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina are not responsible for our financial or contractual obligations.

**6.2 Your Representations.** You represent and warrant that the representations made in the application for residency, your personal health history, and the confidential financial statement are true and correct and may be relied upon by us as a basis for your acceptance for residency at the Community. You also represent and warrant that you have not made any gift of your property in contemplation of the execution of this Agreement.

## **7. PROMISES.**

**7.1 Our Promises.** It is and shall be our declared policy to operate as a nonprofit organization. We will not cancel this Agreement without just cause as specified in Section 9. Further, we shall not cancel this Agreement solely by reason of your financial inability to pay the full Monthly Fee or the per diem charge for care in the Community Health Center. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets

other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance, or other health insurance after assuming occupancy. You shall be permitted to remain at the Community for a reduced fee based on your ability to pay for as long as you establish facts to justify deferment of such charges and when deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis for the benefit of the residents.

**7.2 Your Promises.** You agree to comply with all policies and procedures of the Community as now existing or as hereafter amended; to pay the Entrance Fee, Monthly Fee, and any other charges as provided in this Agreement; to not impair your ability to meet the financial obligations under this Agreement by transferring assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance or other health insurance, without our consent, and to abide by all other terms of this Agreement.

## **8. CANCELLATION BY RESIDENT.**

**8.1 Right of Rescission.** Within thirty (30) days following the later of the execution of this Agreement by you or the receipt of a Disclosure Statement from us, you may rescind this Agreement by giving us written notice. You shall not be required to move into the Residence prior to the expiration of the thirty (30) day rescission period. Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.2.

**8.2 Cancellation Prior to Occupancy.** You may cancel this Agreement for any reason at any time before you move into the Community by giving us written notice

signed by you (both of you in the case of Joint Residents). Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.3 or 10.4. If you die prior to occupying the Residence or if, on account of illness, injury or incapacity, you are precluded from occupying the Residence under the terms of this Agreement, this Agreement will automatically cancel. Repayment of the Entrance Fee shall be as outlined in Section 10.3.

**8.3 Cancellation Due to Residence Not Available.** You may cancel this Agreement upon written notice to us if we have not made the Residence available to you for occupancy within twenty-four (24) months from the date we execute this Agreement. Refund of the Entrance Fee shall be as outlined in Section 10.7

**8.4 Cancellation After Occupancy.** You may cancel this Agreement for any reason after moving into the Community by giving us thirty (30) days' prior written notice of cancellation, which shall be effective and irrevocable upon delivery. Cancellation shall occur thirty (30) days after written notice is delivered, and you must vacate the Residence within the thirty (30) days. You are obligated to pay the Monthly Fee during the thirty (30) days. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

**8.5 Cancellation Due to Death After Occupancy.** This Agreement will automatically cancel upon your death (the death of the surviving Resident in the case of Joint Residents). After such automatic cancellation, your personal representative will have thirty (30) days from the date of your death to remove your personal property from the Residence. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

## **9. CANCELLATION BY US.**

**9.1 Cancellation Upon Notice.** We may, upon notice and opportunity to cure as hereinafter provided, cancel this Agreement for just cause. Just cause shall include the occurrence of any of the following events (hereinafter referred to as a "Default"):

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us.

**9.1.2 Misrepresentation.** You misrepresent yourself or fail to disclose information during the residency process.

**9.1.3 Nonpayment.** You fail to pay any charges to us, subject to the provisions of Section 7.1, within sixty (60) days of the date when such charges are due.

**9.1.4 Threat to Health or Safety.** Your health status or behavior constitutes a substantial threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation or behavior that would result in physical damage to the property of others.

**9.1.5 Change in Condition.** There is a major change in your physical or mental condition and your condition cannot be cared for in the Community Health Center within the limits of our license.

**9.2 Default Notice.** Prior to cancellation for any Default described in Section 9.1.1, 9.1.2 or 9.1.3 above, we shall give you notice in writing of such Default, and you shall have at least thirty (30) days thereafter within which to correct such Default. No Default shall eliminate your obligation to pay

the Monthly Fee until cancellation. If you correct such Default within such time, this Agreement shall not be canceled. If you fail to correct such Default within such time, this Agreement shall cancel at the expiration of such thirty (30) days.

In the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5 above, if we or the Medical Director determines that either the giving of notice of Default or the lapse of time as above provided might be detrimental to you or others, then such notice and/or waiting period prior to cancellation shall not be required. Also, in the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5, we are expressly authorized by you to transfer you to an appropriate hospital or other facility, and we will promptly notify your personal representative or attending physician.

## **10. REPAYMENT OF ENTRANCE FEE.**

**10.1 Nonacceptance by Us.** If we do not accept you for residency at the Community, the full amount of the Entrance Fee you have paid will be promptly repaid to you, with interest.

**10.2 Right of Rescission.** If you rescind this Agreement as provided in Section 8.1, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days of our receipt of the written notice of rescission.

**10.3 Cancellation Prior to Occupancy Due to Death, Illness, Injury, Incapacity, or Change in Financial Condition.** If, prior to occupancy, you die or you cancel this Agreement because of illness, injury, incapacity, or change in your financial condition, you or your estate will receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.4 Cancellation Prior to Occupancy for Other Reasons.** If you cancel this Agreement for reasons other than those stated in Section 10.3 above, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.5 Cancellation After Occupancy.** In the event you or we cancel this Agreement after occupancy or in the event of your death (the death of the survivor in the case of Joint Residents), you or your estate will be reimbursed ninety-six percent (96%) of the total Entrance Fee paid upon residency, less an amount equal to two percent (2%) for each month of residency for up to three (3) months. Subject to our offset rights outlined in Section 10.6, the repayment of the Entrance

Fee will not be less than ninety percent (90%). Such repayment will be paid, without interest, within sixty (60) days after your Residence has been reserved by a new resident and our receipt of the full amount of the Entrance Fee paid by such new resident. In the event your Residence is not reserved by a new resident, such repayment will be paid, without interest, within twenty-four (24) months from the date cancellation of your Residency Agreement becomes effective.

**10.6 Offset Against Entrance Fee Repayment.** In the event of cancellation of this Agreement after occupancy as described in Section 10.5 above, we will offset against any Entrance Fee repayment due to you the following:

**10.6.1** The amount of any Monthly Fees or other charges deferred by us on your behalf under Section 7.1; and

**10.6.2** Any health care expenses incurred on your behalf and other amounts payable to us, which remain unreimbursed; and

**10.6.3** Any charges incurred to restore the Residence to good condition, normal wear and tear excepted, as outlined in Section 4.11; and

**10.6.4** Any charges incurred as a result of non-standard features added to the Residence at your request as outlined in Exhibit A or in a separate addendum to this Agreement.

**10.7 Availability of the Residence.** If the Residence is not available to you for occupancy within twenty-four (24) months from the date we execute this Agreement, you may cancel this Agreement upon written notice to us. In such event, the full amount of the

Entrance Fee you have paid will be refunded to you, without interest, within thirty (30) days from the date we receive your notice of cancellation.

## **11. MISCELLANEOUS.**

**11.1 Nature of Rights.** You understand and agree that (i) this Agreement or your rights (including the use of the Residence) under it may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to receipt of the amounts described in Section 10; (ii) this Agreement and your contractual right to occupy the Community will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you a revocable right to occupy and use space in the Community but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of the Community.

**11.2 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain at your own expense insurance to protect against such losses.

**11.3 Amendment.** This Agreement may be amended by agreement of the parties



to this Agreement. No amendment of this Agreement shall be valid unless in writing and signed by you and us.

**11.4 Law Changes.** This Agreement may be modified by us at any time in order to comply with applicable laws or regulations. Further, we may change any part of the Community, including the Residence, to meet the requirements of any applicable law or regulation.

**11.5 Entire Agreement.** This Agreement and any addenda or amendments thereto contain our entire understanding with respect to your residency at the Community.

**11.6 Monthly Statement.** You shall receive a monthly statement from us showing the total amount of fees and other charges owed by you, which shall be paid by the tenth (10<sup>th</sup>) day of each month.

**11.7 Responsible Party for Business and Financial Decision Making.** Within sixty (60) days after assuming residency at the Community, you agree to execute and deliver to us a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and shall be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Community.

**11.8 Disposition of Furniture, Possessions, and Property.** Within sixty (60) days after the date of residency, you agree to make provision by will or otherwise for the

disposition of all of your furniture, property, and possessions located on the premises of the Community.

**11.9 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, promises, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, promises, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**11.10 Notices.** Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the Executive Director of the Community at 700 South Holden Road; Greensboro, North Carolina 27407. Such notices shall be dated and signed.

Any notice required to be given to you shall be delivered to you at the Community or at such other place as you shall designate to us in writing. All notices mailed in accordance with this Section shall be deemed to be given when mailed whether or not they are actually received.

**11.11 Indemnity.** We will not be liable for and you agree to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission or that of your guests.

**11.12 Separability.** The invalidity of any restriction, condition or other provision of this Agreement, or any part of the same, shall

not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**11.13 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering the Community, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender or lenders such further written evidence of such subordination as such lenders may reasonably require. Except to the extent of your obligation to pay the Monthly Fee and Second Person Monthly Fee, you shall not be liable for any such indebtedness.

**11.14 Capacity.** This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent or employee of ours shall have any personal liability hereunder to you under any circumstances. This Agreement will become effective upon acceptance and signature by us.

**11.15 Resident.** In the case of Joint Residents, the rights and obligations of each are joint and several except as the context of this Agreement otherwise requires.

**11.16 Reimbursement for Loss or Damage.** You or your responsible party, if applicable, agree to reimburse us for any loss or damage to the Community caused by your intentional, careless, or negligent acts or omissions or that of your guests.

**11.17 Reimbursement of Charges.** You agree to reimburse us for any charges we incur to collect any unpaid amounts you owe to us under this Agreement.

**11.18 Transfers.** We may sell or transfer our interest in the Community pro-

vided the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Community and its agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. Your signature hereto constitutes your consent and approval of any such future transaction.

**11.19 Private Employee of Resident.** If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency (personal service provider). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding personal service providers, and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in our policy. If you fail to follow or enforce the policies and rules set forth therein, then we may elect, at our sole option, to cancel this Agreement.

**11.20 Tax Considerations.** You should consult with your tax advisor regarding the tax considerations associated with this Agreement.

**11.21 Management.** We have engaged the services of Life Care Services LLC to manage the Community. We are not affiliated with Life Care Services nor is Life Care Services responsible for our contractual or financial obligations or the contractual or financial obligations of the Community.

**11.22 Governing Law.** This Agreement will be governed, interpreted and construed according to the laws of the State of North Carolina.

**11.23 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 11.11, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Community, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**11.24 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement.

## **12. ARBITRATION.**

**12.1 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages for personal injury or wrongful death based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any contract from requiring prior agreement of the parties to arbitrate alleged negligent health care claims. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**12.2 Arbitration for Other Claims.** You agree that any dispute, claim or controversy of any kind (except for those disputes, claims or controversies arising under Section 12.1 above) between the parties arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved

by mutual agreement or in small claims court, will be submitted to and determined by arbitration in Guilford County, North Carolina in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Community, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

**12.3 Withdrawal of Agreement to Arbitrate.** You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to us.

**12.4 Binding Effect of Arbitration.** This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

Executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
Witness

Approved this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

**THE MASONIC AND EASTERN STAR  
HOME OF NORTH CAROLINA, INC.  
d/b/a WhiteStone: A Masonic & Eastern  
Star Community**

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

Attachment: Exhibit A



90% Return of Capital Residency Agreement (2019-05-01) .doc

**Exhibit A**

| <b>Non-Standard Features Added at Resident's Request:</b> | <b>Amount</b> |
|---|---------------|
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
| <b>Total of Non-Standard Features</b>                     | \$            |

**Initials** \_\_\_\_\_  
**Community**

\_\_\_\_\_  
**Resident(s)**

# **EXHIBIT 11**

## **Traditional Residency Agreement for Expansion Residences**



**700 South Holden Road  
Greensboro, North Carolina 27407  
(336) 299-0031**

**Traditional  
Residency Agreement  
(For Expansion Residences)**

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Exhibit A – Non-Standard Features Added at Resident's Request

**WHITESTONE: A MASONIC & EASTERN STAR COMMUNITY  
TRADITIONAL  
RESIDENCY AGREEMENT  
(FOR EXPANSION RESIDENCES)**

**RECITALS:**

**A. Provider.** The Masonic and Eastern Star Home of North Carolina, Inc., a non-profit corporation (hereafter "we" or "us" or "our"), is the provider of a continuing care retirement community known as WhiteStone: A Masonic & Eastern Star Community (the "Community") located in Greensboro, North Carolina.

**B. Resident.** \_\_\_\_\_ ("Resident" or "you" or "your", or when two people ("Joint Residents") are named in this Agreement, each of them and the survivor of them, except as otherwise indicated) wishes to live at the Community and to enjoy, consistent with the rights, welfare and contentment of the other residents, the facilities and services provided by the Community.

**C. Requirements for Residency.** Except as waived by us after full disclosure, we require that Resident be at least sixty (60) years of age or applying for the same Residence with a Joint Resident who is sixty (60) or older, be capable of meeting the requirements of occupancy with or without reasonable accommodation and/or reasonable modification, and have sufficient assets and income, all as are specified in our Residency Policy.

**NOW, THEREFORE,** this Agreement is made and entered into between us and Resident as a commitment by Resident and us to the terms and conditions hereinafter set forth.

**1. THE RESIDENCE.** We agree to make available to you, for as long as you live and subject to the terms of this Agreement, a room, studio, apartment or cottage at the Community described as follows: \_\_\_\_\_, \_\_\_\_\_ no. \_\_\_\_\_ (hereafter "Residence"), and to provide, for your lifetime, the services and amenities described in Section 3.1 below. You may select certain options and custom features in the Residence at an extra charge, which shall not be subject to any repayment provision herein. Any such options and custom features selected and paid for by you will become our property. Such options and custom features must be approved by the Executive Director of the Community prior to adding them to the Residence. The Executive Director of the Community has consented to your request to add the non-standard features set forth on Exhibit A to the Residence, and you agree to pay the amount(s) set forth on Exhibit A to cover the additional charges for these features.

**2. CHARGES FOR RESIDENCE AND PRIMARY SERVICES.**

**2.1 Application Fee.** Prior to or upon execution of this Agreement, you will pay to us an Application Fee of \$ \_\_\_\_\_. The Application Fee will be used by us to process your application for residency and is non-refundable.

**2.2 Entrance Fee.** In order to reside at the Community for life, subject to this Agreement, and to receive the services

described below, you agree to pay to us (in addition to the Monthly Fee described below) an Entrance Fee in the amount of \$\_\_\_\_\_. The total amount of the Entrance Fee shall be payable as follows:

**2.2.1** Ten percent (10%) of the total Entrance Fee or \$\_\_\_\_\_ is due and payable upon your execution of this Agreement. We will apply any Priority Fee you have paid against the Entrance Fee deposit.

**2.2.2** The balance of \$\_\_\_\_\_ (ninety percent (90%) of the Entrance Fee) shall be paid on the earlier of (i) the date you assume occupancy at the Community or (ii) within thirty (30) days from the date you are notified that the Residence is ready for occupancy.

**2.3 Monthly Fee.** You are obligated to begin paying a Monthly Fee (or a pro rata portion thereof) on the earlier of (i) date you assume occupancy at the Community or (ii) within thirty (30) days from the date you are notified that the Residence is ready for occupancy. Thereafter, the Monthly Fee shall be paid by the tenth (10<sup>th</sup>) day of each month during the term of this Agreement. The Monthly Fee is initially set at a specific amount that can be increased as described in Section 2.6 below. A "Second Person Monthly Fee" shall become part of the Monthly Fee and shall be paid if two persons are Joint Residents under this Agreement. If there are Joint Residents under this Agreement and one Joint Resident dies, the Second Person Monthly Fee shall cease and the remaining Resident shall continue to pay the Monthly Fee without the Second Person Monthly Fee component.

**2.4 Initial Monthly Fee.** The initial Monthly Fee payable by you is \$\_\_\_\_\_ per month and an additional \$\_\_\_\_\_ per month as a Second Person Monthly Fee component of the Monthly Fee if two persons reside as Joint Residents pursuant to this Agreement.

**2.5 Continuance of Monthly Fee.** The Monthly Fee will continue until (i) your death (in the case of Joint Residents, the death of the surviving Resident), or (ii) surrender of your Residence due to your permanent assignment to Health Center Level Services (as defined in Section 5.1), or (iii) the cancellation of this Agreement as outlined in Sections 8 and 9. If this Agreement is canceled on a date other than the last day of the month, the amount of the Monthly Fee shall be prorated to the date of cancellation. If you have paid more than the prorated Monthly Fee, we will repay the excess amount to you within thirty (30) days after the date of cancellation.

**2.6 Increase in Monthly Fee.** The Monthly Fee is paid to us to provide the services and amenities described in this Agreement, and is intended to meet the expenses associated with the operation of the Community. We may increase the Monthly Fee (which includes the Second Person Monthly Fee where applicable) upon thirty (30) days' written notice if we, in our sole discretion, deem it necessary to meet the financial needs of the Community or to provide services to the Residents.

**2.7 Reduction in Monthly Fee Due to Absence.** If you are absent from the Community for more than seven (7) consecutive days, you will be eligible for a Monthly Fee credit equivalent to the costs of meals paid for and not consumed. You are required to notify us in advance of your

absence in order to qualify for the Monthly Fee credit.

**2.8 Reserve Funds.** The amount of the Monthly Fee is and will continue to be affected by our policy of maintaining reserve funds for the financial security of the Community.

**2.9 Late Payment Charge.** We may charge a one percent (1%) late payment charge per month on any Monthly Fees or extra charges that have not been paid within thirty (30) days of receipt of a monthly statement from us.

### **3. DESCRIPTION OF PRIMARY AND SUPPLEMENTAL SERVICES.**

**3.1 Services Provided for the Monthly Fee.** We will provide you, in consideration for the Monthly Fee referred to above, the following services and amenities at the Community:

- As of the date you executed this Agreement the monthly Dining Allocation is \$\_\_\_\_\_ per month. Each Resident will receive the monthly Dining Allocation as part of the Monthly Fee and Second Person Monthly Fee, to be applied toward dining charges in the main dining room, other designated dining areas, or for other food and beverage services. This Dining Allocation may be expended by you, or with your permission, your guests. Each month, you will be charged for any dining charges in excess of your Dining Allocation. Any unused Dining Allocation at the end of a month can be carried over up to thirty (30) days, but will expire after such thirty (30) days. Your monthly Dining Allocation will be adjusted annually to reflect changes in food service expenses;

- Water, sewer, air conditioning, heating, electricity, trash removal, municipal services, basic cable, and Wifi Internet. . The Resident is responsible for the charges related to telephone;
- Access to one unassigned parking stall (other spaces, if available, may be provided for an additional fee);
- Building and grounds maintenance;
- Bi-weekly housekeeping service;
- Availability of laundry facilities so that you may wash and dry personal laundry;
- Planned activities -- social, educational, cultural, recreational, and spiritual -- for those who wish to participate;
- Services of an activities director;
- Use of the Community's common areas and amenities during scheduled hours -- central dining room, chapel, library, mail boxes, lounges, arts and crafts room, exercise areas, community garden, dog park, fellowship hall, and woodworking shop;
- Carpeting (except in the kitchen and bath where there is other floor covering);
- A kitchen, including refrigerator with icemaker, range/oven, garbage disposal, dishwasher, and microwave;
- Local transportation scheduled by us;
- Twenty-four (24) hour emergency call monitoring in your Residence by nursing staff;
- Guest parking areas;
- Fire detection system;
- Security for buildings and grounds;
- Health Center Level Services, for thirty (30) free annual days of care (see Section 5 for additional details).

**3.2 Supplemental Services Provided for an Extra Charge.** Supplemental services, when available, will be provided at extra charge and are described below:

- Additional meals in the dining room over those provided in consideration for the Monthly Fee;
- Guest accommodations, if available;
- Certain other supplies and services such as medicine, drugs, prescribed therapy, Health Center Medical Director, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment;
- Other optional services related or unrelated to care in the Health Center as approved by us;
- Personal laundry service;
- Guest meals;
- Additional housekeeping services;
- Special events transportation;
- Extended dietician services when ordered by your attending physician or dietician services not ordered by your attending physician;
- Tray service to your Residence when ordered by your attending physician, the Health Center Medical Director, the Health Center director of nursing, assistance-in-living director or resident services director;
- Health Center Level Services beyond the thirty (30) free annual days of care.

#### **4. TERMS OF RESIDENCY.**

**4.1 Use of the Residence.** The Residence is for living only and will not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and grants you only a lifetime use of the Residence and other facilities of the Community and to available services, subject to the terms and conditions of this Agreement.

**4.2 Duration of Your Right to Occupy the Residence.** You may reside in your Residence for as long as you (or either of

you in the case of Joint Residents) live unless you (both of you in the case of Joint Residents) are not capable of occupancy as set forth in our Residency Policy, or this Agreement is canceled by you or by us. A copy of our current Residency Policy, outlining the age, health and financial requirements for residency, is available for review in the Community Marketing Office. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that assisted living, skilled nursing care, or specialized care for dementia or related disorders be given, you will be requested to relocate to the Community Health Center where we are licensed to provide such care.

#### **4.3 Occupants of the Residence.**

Except as hereinafter provided, no person other than you (both of you in the case of Joint Residents) may occupy the Residence. In the event that a second person who is not a party to this Agreement is accepted for residency in the Residence at a time subsequent to the date hereof (said acceptance to be in accordance with our current Residency Policy), an Entrance Fee in an amount to be determined by us (which will be no more than one-half of the then-current Entrance Fee for the Residence) shall be paid upon residency, and each month thereafter, the then-current Second Person Monthly Fee shall be paid as part of the Monthly Fee. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than thirty (30) days, except with our express written approval.

If the Resident marries a person who is also a resident of the Community, and should they decide to occupy one residence as Joint Residents, they must declare which residence will be occupied and which residence will be

surrendered. The repayment due for the surrendered residence, if any, will be provided pursuant to the Entrance Fee repayment terms in the residency agreement of the surrendered residence.

**4.4 Guests.** Guests are welcome to stay in your Residence for short stays not to exceed ten (10) consecutive days. Such stay shall not, in the opinion of the Executive Director, adversely affect the operation of the Community or be inconsistent with the welfare of other residents.

**4.5 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from such liability.

**4.6 Insurance.** You are required at your own expense to carry personal property insurance and liability insurance. If requested by us, you agree to provide us with proof of such insurance coverage.

**4.7 Removal and Storage of Resident's Personal Property.** Your personal property must be removed from the Residence within thirty (30) days following any of the following dates: (i) the date of your death (if Joint Residents, the date of death of the surviving Resident), (ii) the date notice of cancellation is delivered by you or us pursuant to Section 8 or 9, or (iii) the date notice is delivered to you of your permanent assignment or transfer to the Community Health Center or a Comparable Facility for Health Center Level Services (see definitions in Sections 5.1 and 5.2). If your personal property has not been removed from the Residence within such thirty (30) day period, then we may, in our sole discretion, either charge you an additional Monthly Fee for each month thereafter during

which such personal property remains in the Residence or remove and store such personal property at the expense and risk of you or your estate. In the event of your death, while you are a resident of the Community under this Agreement, only the executor(s) named in your Will will be allowed to remove or dispose of your furnishings and belongings in your living accommodation and any related storage areas at the Community. Members of your family or those to whom you have granted Power of Attorney will not be allowed access to your personal property after your death, unless they are the executor(s) named in your Will.

**4.8 Furnishings.** Furnishings within the Residence provided by you shall not be such as to interfere with the health, safety or general welfare of you, other residents, or others.

**4.9 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health and safety or the health and safety of other residents. If relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another residence within the Community, or to the Community Health Center or a Comparable Facility (as defined in Section 5.2) for the protection of your health or safety or for the health or safety of the other residents of the Community.

**4.10 Alterations by You.** You may not undertake any alterations to your Residence without our prior written approval, as set forth in a separate addendum to this Agreement.

**4.11 Condition of Residence.** Upon vacating the Residence, you agree to leave it in good condition, except for normal

wear and tear. You shall be liable to us for any charges incurred to restore your Residence to good condition, normal wear and tear excepted.

**4.12 Rights of Second Single Resident.** When two Joint Residents reside in a single Residence under this Agreement, upon the death or permanent assignment of one Resident to the Community Health Center Level Services, or other inability to continue residing in the Residence, the remaining Resident may continue to reside in the Residence under the terms of this Agreement and shall pay the Monthly Fee.

## **5. THE COMMUNITY HEALTH CENTER.**

**5.1 Description.** The Community Health Center is the portion of the Community which is licensed to provide Assisted Living, skilled nursing care, and specialized care for dementia or related disorders (collectively "Health Center Level Services"). The Community Health Center is staffed by licensed nursing personnel 24 hours a day.

**5.2 Alternate Accommodations.** You will be given priority over non-residents for admission to the Community Health Center. In the event the Community Health Center is fully occupied when you are determined appropriate for admission, you agree to relocate to an alternate health care facility that provides services similar to the Community Health Center (a "Comparable Facility"). Upon your relocation to a Comparable Facility, you shall continue to be responsible for the Monthly Fee (unless your Residence is surrendered). We will not be responsible for the charges associated with the Comparable Facility.

**5.3 Thirty (30) Annual Days of Assisted Living or Nursing Care in the Community Health Center .** You are eligible to receive thirty (30) annual days of assisted living or nursing care (non-cumulative) in the Community Health Center (while you are a resident of your Residence), without paying the appropriate Health Center per diem charge. In the case of Joint Residents, each of you will receive thirty (30) annual days, but the days cannot be combined and used by only one of you, and unused days cannot be carried over to subsequent years. You are required to pay any charges for physician services and any additional health services as outlined in Section 5.10. Once you are permanently assigned to the Health Center, you no longer qualify for the thirty (30) annual days.

**5.4 Transfer to Health Center Level Services.** In the event your physical or mental health is determined by us to be appropriate for Health Center Level Services, you agree to relocate to the Community Health Center or a Comparable Facility. Such a determination will be made by us after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.5 Temporary Assignment to the Community Health Center.** In the event you require temporary care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.3, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. In addition, you will continue to pay the Monthly Fee for your Residence.



**5.6 Permanent Assignment to Health Center Level Services.** In the event you require permanent assisted living or nursing care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.3, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. If you are determined appropriate for Health Center Level Services, and are admitted or relocated to the Community Health Center or a Comparable Facility, you will be required to surrender the Residence to us. We shall have the right to reassign the Residence for occupancy by others except as provided in Section 4.12. Release of the Residence due to your permanent assignment to the Community Health Center or to a Comparable Facility does not qualify you for reimbursement of the Entrance Fee, unless this Agreement is canceled.

Once the Residence is surrendered, you will no longer be obligated to pay the Monthly Fee for the Residence.

**5.7 Relocation within the Community Health Center.** We reserve the right to relocate you to a different level of care within the Community Health Center if you require such care. Such relocation will be made after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.8 Return to Residence.** If we subsequently determine, in consultation with your attending physician, your personal representative and you to the extent possible, that you can resume occupancy in a residence equivalent to the residence you previously

occupied, you shall have the right to relocate to such equivalent residence as soon as one is available. Upon reoccupying a residence, your Monthly Fee will be based on the then-current Monthly Fee for the residence.

**5.9 Medical Director, Attending Physician, and Additional Health Services.** We have designated a licensed physician to serve as Medical Director of the Community Health Center. You are required to have a local attending physician. You may engage the services of the Medical Director at your expense. We will not be responsible for the charges for medical treatment or services by the Medical Director or your attending physician, nor will we be responsible for the charges for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment.

**5.10 Advanced Charges for Medical Treatment.** In the event we incur or advance payment for your medical treatment or for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment (even in the event such medical care is given at the direction of your attending physician or the Medical Director without your prior approval), you shall promptly reimburse us for such payments. Upon cancellation of this Agreement for any reason, any amounts due to us under this Section 5.11 shall be offset against any repayment of the Entrance Fee.

**5.11 Medicare and Health Insurance.** When age eligible, you are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Community

Health Center or a Comparable Facility. You shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified admission and stay in the Community Health Center or a Comparable Facility. If you are eligible to receive the thirty (30) annual days of care in the Community Health Center as provided in Section 5.3 and your stay in the Community Health Center is a Medicare-qualified stay, such thirty (30) annual days will be applied after the expiration of your Medicare-qualified stay providing you have Medicare Part A, Medicare Part B and acceptable supplemental health insurance or equivalent insurance coverage.

If you are not eligible for Medicare, you shall maintain health insurance coverage acceptable to us and shall furnish us with evidence of such coverage upon our request. Should your health insurance not fully cover your stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each admission and stay in the Community Health Center or a Comparable Facility.

If failure to maintain Medicare Part A, Medicare Part B, supplemental health insurance or other health insurance coverage causes depletion of your resources and impairs your

ability to meet your financial obligations, we need not defer your financial obligations to us as outlined in Section 7.1, and we retain the right to revoke your right to reside at the Community and cancel the Residency Agreement as provided in Section 9.

**5.12 Managed Care.** If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms of this Agreement governing nursing care will include the following provisions:

**5.12.1 Participating Provider.** If the Community Health Center is a participating provider with your managed care program and your stay is a Medicare-qualified stay, the Community agrees to be reimbursed at the rate negotiated with your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care you are eligible to receive without extra charge pursuant to Section 5.3.

**5.12.2 Not a Participating Provider.** If the Community Health Center is not an approved participating provider with your managed care program and you choose to receive health care services at a managed care participating provider, then you agree that you must relocate for as long as necessary for those services to be provided, and be responsible for all charges for health care services. In addition, while receiving health care services at the managed care participating provider, you agree that unless this Agreement is canceled, you will continue to pay the Monthly Fee for your Residence, unless your Residence has been surrendered to us. Such a stay at a managed care participating provider other than the Community Health Center will not reduce the number of days of care that you

are eligible to receive without extra charge pursuant to Section 5.3.

**5.12.3 Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and your stay is a Medicare-qualified stay, we will use our best effort to negotiate a reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we agree to accept as full payment the rate provided by your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.3.

**5.12.4 No Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and a negotiated rate is not agreed upon and you would still like to receive health care in the Community Health Center during a Medicare-qualified stay, then each day of your stay in the Community Health Center will reduce by one day the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4. During any such Medicare-qualified stay in the Community Health Center, you agree that you will continue to pay the Monthly Fee, unless your Residence has been surrendered to us, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment. If at any time during any such Medicare-qualified stay in the Community Health Center you are no longer eligible to receive any of the days of care provided for in Section 5.4, then you agree to pay the per diem rate for your care in the Community Health Center, the charges for medication, prescribed therapy, medical

treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment, and the Monthly Fee for your Residence, unless your Residence has been surrendered to us.

**5.12.5 Post Medicare-Qualified Stay.** At the conclusion of each such Medicare-qualified stay, you will be entitled to health care in the Community Health Center in accordance with the terms of this Agreement other than as provided in this Section 5.13, as adjusted to reflect any reduction during such stay in the number of days of care that you are eligible to receive without extra charge as provided in Section 5.3.

**5.13 Transfer to Hospital or Other Care Facility.** If we determine after consultation with your attending physician, your personal representative and you to the extent possible, that you need care beyond that which the Community Health Center is licensed to provide, you will be transferred to a hospital or other care facility. We shall not be responsible for any charges associated with the transfer and health care expenses or charges incurred by you after such a transfer. You shall continue to pay the Monthly Fee until your Residence is surrendered.

**5.14 Community Health Center Admission Agreement.** If you require care in the Community Health Center, you agree to enter into a separate Community Health Center Admission Agreement to be signed by you and us.

**5.15 Under Age 60.** If you are under the age of 60 when you occupy your Residence under this Agreement, you are not eligible to receive thirty (30) annual days of nursing care in the Community Health Center as described in Section 5.3 until you attain the age of 60. During this time, you will be

entitled to Health Center Level Services at the then-current rate being charged to non-residents until age 60.

## **6. REPRESENTATIONS.**

**6.1 Our Representations.** We represent and warrant that we are a nonprofit corporation and that we do not propose to operate at a profit. We are exempt from payment of Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. We are affiliated with The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina. The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina are not responsible for our financial or contractual obligations.

**6.2 Your Representations.** You represent and warrant that the representations made in the application for residency, your personal health history, and the confidential financial statement are true and correct and may be relied upon by us as a basis for your acceptance for residency at the Community. You also represent and warrant that you have not made any gift of your property in contemplation of the execution of this Agreement.

## **7. PROMISES.**

**7.1 Our Promises.** It is and shall be our declared policy to operate as a nonprofit organization. We will not cancel this Agreement without just cause as specified in Section 9. Further, we shall not cancel this Agreement solely by reason of your financial inability to pay the full Monthly Fee or the per diem charge for care in the Community Health Center. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets

other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance, or other health insurance after assuming occupancy. You shall be permitted to remain at the Community for a reduced fee based on your ability to pay for as long as you establish facts to justify deferment of such charges and when deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis for the benefit of the residents.

**7.2 Your Promises.** You agree to comply with all policies and procedures of the Community as now existing or as hereafter amended; to pay the Entrance Fee, Monthly Fee, and any other charges as provided in this Agreement; to not impair your ability to meet the financial obligations under this Agreement by transferring assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance or other health insurance, without our consent, and to abide by all other terms of this Agreement.

## **8. CANCELLATION BY RESIDENT.**

**8.1 Right of Rescission.** Within thirty (30) days following the later of the execution of this Agreement by you or the receipt of a Disclosure Statement from us, you may rescind this Agreement by giving us written notice. You shall not be required to move into the Residence prior to the expiration of the thirty (30) day rescission period. Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.2.

**8.2 Cancellation Prior to Occupancy.** You may cancel this Agreement for any reason at any time before you move into the Community by giving us written notice

signed by you (both of you in the case of Joint Residents). Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.3 or 10.4. If you die prior to occupying the Residence or if, on account of illness, injury or incapacity, you are precluded from occupying the Residence under the terms of this Agreement, this Agreement will automatically cancel. Repayment of the Entrance Fee shall be as outlined in Section 10.3.

**8.3 Cancellation Due to Residence Not Available.** You may cancel this Agreement upon written notice to us if we have not made the Residence available to you for occupancy within twenty-four (24) months from the date we execute this Agreement. Refund of the Entrance Fee shall be as outlined in Section 10.7

**8.4 Cancellation After Occupancy.** You may cancel this Agreement for any reason after moving into the Community by giving us thirty (30) days' prior written notice of cancellation, which shall be effective and irrevocable upon delivery. Cancellation shall occur thirty (30) days after written notice is delivered, and you must vacate the Residence within the thirty (30) days. You are obligated to pay the Monthly Fee during the thirty (30) days. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

**8.5 Cancellation Due to Death After Occupancy.** This Agreement will automatically cancel upon your death (the death of the surviving Resident in the case of Joint Residents). After such automatic cancellation, your personal representative will have thirty (30) days from the date of your death to remove your personal property from the Residence. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

## **9. CANCELLATION BY US.**

**9.1 Cancellation Upon Notice.** We may, upon notice and opportunity to cure as hereinafter provided, cancel this Agreement for just cause. Just cause shall include the occurrence of any of the following events (hereinafter referred to as a "Default"):

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us.

**9.1.2 Misrepresentation.** You misrepresent yourself or fail to disclose information during the residency process.

**9.1.3 Nonpayment.** You fail to pay any charges to us, subject to the provisions of Section 7.1, within sixty (60) days of the date when such charges are due.

**9.1.4 Threat to Health or Safety.** Your health status or behavior constitutes a substantial threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation or behavior that would result in physical damage to the property of others.

**9.1.5 Change in Condition.** There is a major change in your physical or mental condition and your condition cannot be cared for in the Community Health Center within the limits of our license.

**9.2 Default Notice.** Prior to cancellation for any Default described in Section 9.1.1, 9.1.2 or 9.1.3 above, we shall give you notice in writing of such Default, and you shall have at least thirty (30) days thereafter within which to correct such Default. No Default shall eliminate your obligation to pay

the Monthly Fee until cancellation. If you correct such Default within such time, this Agreement shall not be canceled. If you fail to correct such Default within such time, this Agreement shall cancel at the expiration of such thirty (30) days.

In the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5 above, if we or the Medical Director determines that either the giving of notice of Default or the lapse of time as above provided might be detrimental to you or others, then such notice and/or waiting period prior to cancellation shall not be required. Also, in the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5, we are expressly authorized by you to transfer you to an appropriate hospital or other facility, and we will promptly notify your personal representative or attending physician.

## **10. REPAYMENT OF ENTRANCE FEE.**

**10.1 Nonacceptance by Us.** If we do not accept you for residency at the Community, the full amount of the Entrance Fee you have paid will be promptly repaid to you, with interest.

**10.2 Right of Rescission.** If you rescind this Agreement as provided in Section 8.1, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days of our receipt of the written notice of rescission.

**10.3 Cancellation Prior to Occupancy Due to Death, Illness, Injury, Incapacity, or Change in Financial Condition.** If, prior to occupancy, you die or you cancel this Agreement because of illness, injury, incapacity, or change in your financial condition, you or your estate will receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.4 Cancellation Prior to Occupancy for Other Reasons.** If you cancel this Agreement for reasons other than those stated in Section 10.3 above, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.5 Cancellation After Occupancy.** In the event you or we cancel this Agreement after occupancy or in the event of your death (the death of the survivor in the case of Joint Residents), you or your estate will be reimbursed the amount of the Entrance Fee previously paid by you, less two percent (2%) for each month of residency or portion thereof for up to fifty (50) months. After fifty (50) months of occupancy, no repayment of the Entrance Fee will be made. Such

repayment will be paid, without interest, within sixty (60) days after your Residence has been reserved by a new resident and our receipt of the full amount of the Entrance Fee paid by such new resident. In the event your Residence is not reserved by a new resident, such repayment will be paid, without interest, within twenty-four (24) months from the date cancellation of your Residency Agreement becomes effective.

**10.6 Offset Against Entrance Fee Repayment.** In the event of cancellation of this Agreement after occupancy as described in Section 10.5 above, we will offset against any Entrance Fee repayment due to you the following:

**10.6.1** The amount of any Monthly Fees or other charges deferred by us on your behalf under Section 7.1; and

**10.6.2** Any health care expenses incurred on your behalf and other amounts payable to us, which remain unreimbursed; and

**10.6.3** Any charges incurred to restore the Residence to good condition, normal wear and tear excepted, as outlined in Section 4.11; and

**10.6.4** Any charges incurred as a result of non-standard features added to the Residence at your request as outlined in Exhibit A or in a separate addendum to this Agreement.

**11.7 Availability of the Residence.** If the Residence is not available to you for occupancy within twenty-four (24) months from the date we execute this Agreement, you may cancel this Agreement upon written notice to us. In such event, the full amount of the Entrance Fee you have paid will be refunded to

you, without interest, within thirty (30) days from the date we receive your notice of cancellation.

## **11. MISCELLANEOUS.**

**11.1 Nature of Rights.** You understand and agree that (i) this Agreement or your rights (including the use of the Residence) under it may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to receipt of the amounts described in Section 10; (ii) this Agreement and your contractual right to occupy the Community will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you a revocable right to occupy and use space in the Community but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of the Community.

**11.2 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain at your own expense insurance to protect against such losses.

**11.3 Amendment.** This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this

Agreement shall be valid unless in writing and signed by you and us.

**11.4 Law Changes.** This Agreement may be modified by us at any time in order to comply with applicable laws or regulations. Further, we may change any part of the Community, including the Residence, to meet the requirements of any applicable law or regulation.

**11.5 Entire Agreement.** This Agreement and any addenda or amendments thereto contain our entire understanding with respect to your residency at the Community.

**11.6 Monthly Statement.** You shall receive a monthly statement from us showing the total amount of fees and other charges owed by you, which shall be paid by the tenth (10<sup>th</sup>) day of each month.

**11.7 Responsible Party for Business and Financial Decision Making.** Within sixty (60) days after assuming residency at the Community, you agree to execute and deliver to us a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and shall be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Community.

**11.8 Disposition of Furniture, Possessions, and Property.** Within sixty (60) days after the date of residency, you agree to make provision by will or otherwise for the disposition of all of your furniture, property,

and possessions located on the premises of the Community.

**11.9 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, promises, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, promises, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**11.10 Notices.** Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the Executive Director of the Community at 700 South Holden Road; Greensboro, North Carolina 27407. Such notices shall be dated and signed.

Any notice required to be given to you shall be delivered to you at the Community or at such other place as you shall designate to us in writing. All notices mailed in accordance with this Section shall be deemed to be given when mailed whether or not they are actually received.

**11.11 Indemnity.** We will not be liable for and you agree to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission or that of your guests.

**11.12 Separability.** The invalidity of any restriction, condition or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.



**11.13 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering the Community, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender or lenders such further written evidence of such subordination as such lenders may reasonably require. Except to the extent of your obligation to pay the Monthly Fee and Second Person Monthly Fee, you shall not be liable for any such indebtedness.

**11.14 Capacity.** This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent or employee of ours shall have any personal liability hereunder to you under any circumstances. This Agreement will become effective upon acceptance and signature by us.

**11.15 Resident.** In the case of Joint Residents, the rights and obligations of each are joint and several except as the context of this Agreement otherwise requires.

**11.16 Reimbursement for Loss or Damage.** You or your responsible party, if applicable, agree to reimburse us for any loss or damage to the Community caused by your intentional, careless, or negligent acts or omissions or that of your guests.

**11.17 Reimbursement of Charges.** You agree to reimburse us for any charges we incur to collect any unpaid amounts you owe to us under this Agreement.

**11.18 Transfers.** We may sell or transfer our interest in the Community provided the buyer will agree to assume this Agreement and all other existing Residency

Agreements. Upon the assumption of this Agreement by a buyer of the Community and its agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. Your signature hereto constitutes your consent and approval of any such future transaction.

**11.19 Private Employee of Resident.** If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency (personal service provider). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding personal service providers, and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in our policy. If you fail to follow or enforce the policies and rules set forth therein, then we may elect, at our sole option, to cancel this Agreement.

**11.20 Tax Considerations.** You should consult with your tax advisor regarding the tax considerations associated with this Agreement.

**11.21 Management.** We have engaged the services of Life Care Services LLC to manage the Community. We are not affiliated with Life Care Services nor is Life Care Services responsible for our contractual or financial obligations or the contractual or financial obligations of the Community.

**11.22 Governing Law.** This Agreement will be governed, interpreted and construed according to the laws of the State of North Carolina.

**11.23 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 11.11, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Community, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**11.24 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement.

## **12. ARBITRATION.**

**12.1 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages for personal injury or wrongful death based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any contract from requiring prior agreement of the parties to arbitrate alleged negligent health care claims. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**12.2 Arbitration for Other Claims.** You agree that any dispute, claim or controversy of any kind (except for those disputes, claims or controversies arising under Section 12.1 above) between the parties arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court,

will be submitted to and determined by arbitration in Guilford County, North Carolina in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Community, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

**12.3 Withdrawal of Agreement to Arbitrate.** You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to us.

**12.4 Binding Effect of Arbitration.** This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

Executed this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
Witness

Approved this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

**THE MASONIC AND EASTERN STAR  
HOME OF NORTH CAROLINA, INC.  
d/b/a WhiteStone: A Masonic & Eastern  
Star Community**

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

Attachment: Exhibit A



Traditional Residency Agreement for Expansion  
Residences (2019-05-01) .doc

**Exhibit A**

| <b>Non-Standard Features Added at Resident's Request:</b> | <b>Amount</b> |
|---|---------------|
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
|   | \$            |
| <b>Total of Non-Standard Features</b>                     | \$            |

**Initials** \_\_\_\_\_  
**Community**

\_\_\_\_\_  
**Resident(s)**